

STATE BOARD OF EDUCATION MEETING
June 19-20, 2008
Eastern Idaho Technical College
Health Care Education Building
Room 6164
Idaho Falls, Idaho



Wednesday, June 18, 2008, 1:00pm, Eastern Idaho Technical College, Health Care Education Building, Room 6140

Board Retreat/Work Session

1. Fiscal Accountability Tools
2. Board Self-Evaluation Action Plan
3. Budget Environment
4. Board Planning Calendar
5. Board Legal Responsibilities
6. Parliamentary Procedures

**Wednesday, June 18, 2008, 4:30pm,
EXECUTIVE SESSION (Closed to the Public)**

1. 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.
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 of probable litigation.

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

Thursday and Friday, June 19-20, 2008, 8:00 a.m., Eastern Idaho Technical College, Health Care Education Building, Room 6164

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, Deletions of Positions
2. Idaho State University – New Positions & Changes to Positions
3. University of Idaho – New Positions
4. Lewis-Clark State College – New Positions, Changes to Position, Deletion of Position

BAHR – SECTION II – Finance

5. FY08 Room and Board Rates

IRSA

6. Quarterly Report: Program Changes Approved by the Executive Director

PPGAC

7. Alcohol Permits Issued by University Presidents

INSTRUCTION, RESEARCH & STUDENT AFFAIRS – Sue Thilo

Higher Education

1. College of Law Planning Update
2. Modification of Existing Program: new delivery method and funding structure – Bachelor of Science in Nursing, Distance Delivery, Self Support – Boise State University
3. Dual Credit Update
4. Idaho/Washington Reciprocity Agreement
5. Native-American Higher Education Committee Update
6. Recognition of Stevens-Henager College's Accrediting Agency

K-12

7. Idaho English Language Assessment (IELA)
8. Distribution of \$500,000 for Advanced Opportunities Training
9. Advanced Placement Test Fee Waiver Program
10. Update on the Deaf/Hard of Hearing and Blind or Visually Impaired Delivery Model Recommendations

11. Approval of Idaho Accountability Workbook

PLANNING, POLICY & GOVERNMENTAL AFFAIRS – Blake Hall

1. Presidents' Council Report
2. Eastern Idaho Technical College Report
3. Idaho Public Television Progress Report
4. Idaho Digital Learning Academy Annual Report
5. Reappointment of Idaho Board of Library Commissioners Appointment
6. UI Alcohol Waiver for 2008 Home Football Games
7. Temporary/Proposed Rule Change IDAPA 08.02.03.111
8. Temporary/Proposed Rule Change IDAPA 08.01.04
9. Proposed Rule Change IDAPA 08.02.04.300
10. Proposed Rule Change IDAPA 47.01.01
11. Gear Up Program Transfer
12. Institution/Agency 2008 Strategic Plans
13. Institution/Agency 2008 Performance Measures
14. 2009 Legislative Ideas

AUDIT – Rod Lewis

1. Audit Committee Update

BUSINESS AFFAIRS & HUMAN RESOURCES – Richard Westerberg

Section I – Human Resources

1. Boise State University – Distinguished Educator in Residence Appointment
2. Boise State University – Employment Contract, Distinguished Educator in Residence
3. Boise State University – Employment Contract, Head Men's Basketball Coach
4. Idaho State University – Employment Contract, Head Women's Volleyball Coach
5. Idaho State University – Employment Contract, Head Women's Basketball Coach

Section II – Finance

1. FY 2009 Allocation – Center for Advanced Energy Studies (CAES)
2. CAES Presentation

3. NCAA Academic Progress Rate (APR)
4. FY 2008 Intercollegiate Athletic Reports
5. FY 2009 Student Health Insurance
6. FY 2009 Operating Budgets
7. FY 2010 Line Items
8. University of Utah Contract
9. Boise State University – Boise Office Equipment Sponsorship
10. Boise State University – Dodge Sponsorship
11. Boise State University – Law Enforcement Contract
12. Boise State University – Peak Media Agreement
13. Boise State University – Center for Environmental Science & Economic Development Project
14. Boise State University – American Campus Communities, Student Housing Update
15. Idaho State University – Emergency Notification System
16. University of Idaho – Auen Property Acquisition
17. University of Idaho – Transit Services Agreement
18. University of Idaho – Health and Welfare Benefits Consulting Services Contract
19. University of Idaho – Harbor Center Lease
20. University of Idaho – West Virginia University & IRF Agreement
21. University of Idaho – Renovation of SUB Ballroom
22. University of Idaho – Renovation of Recital Hall, Music Building
23. University of Idaho – Improvement to Archival Facilities, Library
24. University of Idaho – ICLES (Dairy) Update
25. University of Idaho – Settlement Agreement
26. FY 2009 Opportunity Scholarship
27. FY 2009 Center for Advanced Energy Studies (CAES)
28. Lewis-Clark State College – Acquisition of Real Property Interest

DEPARTMENT OF EDUCATION – Tom Luna

1. Superintendent's Update
2. Administrative Staff Allowance Waiver Requests to Meet Accreditation Standards
3. Evidenced Based Intervention Tool For The Idaho Math Initiative

4. Curricular Materials Selection Committee Appointment
5. Professional Standards Commission Appointment
6. Transportation – Students Less Than One And One Half Mile
7. Transportation – Waiver Of Student Transportation Funding Cap
 - a. Buhl School District
 - b. Garden Valley School District
 - c. Horseshoe Bend School District
 - d. Kellogg School District
 - e. Moscow School District

Thursday and Friday, June 19-20, 8:00 a.m., Room, Eastern Idaho Technical College, Health Care Education Building, Room 6164

Items not completed on Thursday, June 19, 2008 will be carried over to Friday, June 20th.

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

Changes or additions to the agenda

2. Minutes Approval

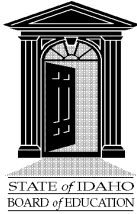
BOARD ACTION

To approve the minutes from the April 16-18, 2008 as submitted.

3. Rolling Calendar

BOARD ACTION

To approve June 18-19, 2009 as the date and the North Idaho College as the location for the June 2009 regularly scheduled Board meeting.



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

**DRAFT MINUTES
STATE BOARD OF EDUCATION
April 16-18, 2008**

**Whitewater/Clearwater Room, University of Idaho Commons
Moscow, Idaho**

A regular meeting of the State Board of Education was held April 16-18, 2008 at the University of Idaho in Moscow, Idaho.

Present:

Milford Terrell, President

Paul Agidius, Vice President

Sue Thilo, Secretary

Richard Westerberg

Blake Hall (Mr. Hall was not present for the Executive Session, but attended the open meeting)

Tom Luna, State Superintendent (Mr. Luna was not present for the Executive Session and joined the open meeting mid-morning on April 17)

Absent:

Rod Lewis

The Board met on Wednesday, April 16, 2008, 4:00 p.m. at the Best Western University Inn in Moscow, Idaho.

EXECUTIVE SESSION

M/S (Agidius/Thilo): To move into Executive Session on February 27, 2008 at 4:00 p.m. to discuss the following:

University of Idaho

(1) Pursuant to Idaho Code Sections 67-2345(d) and (f), and as Regents of the University of Idaho, for the purpose of considering evaluation, dismissal, or disciplining of a public employee, and personnel records exempt from public disclosure.

(2) Pursuant to Idaho Code Sections 67-2345(d) and (f), and as Regents of the University of Idaho, for the purpose of considering documents subject to the attorney-client privilege and exempt from public disclosure, and to consider and advise the Board's legal representatives in a matter or matters of probable litigation.

(3) 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) Pursuant to Idaho Code Sections 67-2345(c) and (d), and as Regents of the University of Idaho for the purpose of conducting deliberations regarding the 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.

Lewis-Clark State College

(5) – (6) Pursuant to Idaho Code Section 67-2345(c), and as 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 properties that are currently owned by private parties.

A roll call vote was taken; Mr. Hall, Mr. Luna, and Mr. Lewis were absent. The remaining Board members (Terrell, Agidius, Thilo, and Westerberg) voted in favor of the motion.

During Executive Session the Board discussed and considered, as Regents of the University of Idaho: (1) a personnel issue relating to a particular employee; (2) a potential settlement with respect to pending litigation; (3) a potential acquisition of a real property interest by the institution from a private party; and (4) a potential acquisition of a real property, interest by the institution from a private party, and documents subject to the attorney-client privilege which are exempt from public disclosure. During Executive Session the Board discussed and considered, as Trustees of Lewis-Clark State College (5-6) the potential acquisitions of real property interests by the institution from private parties.

M/S (Agidius/Westerberg): To go out of Executive Session at 5:15. All members present (Terrell, Agidius, Thilo, and Westerberg) voted in favor of the motion.

Thursday, April 17, 2008, the Board convened at 8:10 a.m. at the University of Idaho Commons in the Clearwater/Whitewater room.

BOARDWORK

1. Agenda Approval

M/S (Agidius/Thilo): To approve the agenda as modified. Motion carried unanimously.

Board President Terrell asked that the following items be delayed until just prior to the Department of Education agenda in order to give State Superintendent Luna time to arrive: Tab 10 of the Instruction, Research and Student Affairs agenda, and Tabs 5 and 8 of the Planning, Policy and Governmental Affairs agenda. Board member Thilo asked that there be flexibility to consider the University of Idaho Law School agenda item out-of-order as well, so that the panel of presenters would all be in attendance.

2. Minutes Review/Approval

M/S (Agidius/Westerberg): To approve the minutes from February 28-29, 2008, and March 27, 2008, as submitted. Motion carried unanimously.

3. Rolling Calendar

M/S (Westerberg/Agidius):

- To approve January 26, 2009, as the date, and Boise, Idaho as the location for the January 2009 regularly scheduled board meeting;
- To approve April 6, 2009, as the date, and the University of Idaho as the location for the April 2009 regularly scheduled Board meeting;
- To approve April 16-17, 2009 as the date and 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, Idaho as the location for the May 2009 regularly scheduled Board Retreat; and,
- To change the date of the May 2008 regularly scheduled meeting to May 22-23, 2008.

Motion carried 3-2 (Mr. Hall and Ms. Thilo voted nay).

Board President Terrell took the opportunity to make brief comments. He acknowledged and thanked the University of Idaho and Dr. Tim White regarding the Presidential Citation the University received in recognition of the Lionel Hampton Jazz Festival. He congratulated Boise State University's basketball team for a successful season and for going to the NCAA finals. Mr. Terrell thanked Dr. Art Vailas for moving Idaho State University forward in a number of areas this past year and commended Lewis-Clark State College's baseball team for the national recognition it earned. Mr. Terrell announced that he had received a letter of retirement from Bill Robertson of Eastern Idaho Technical College, effective June 30, 2008. He thanked Mr. Robertson for the many years of dedicated service and leadership he has provided to EITC and also to the Idaho Falls community. Mr. Terrell indicated that he has also received a letter from the University of Idaho Foundation thanking Dr. White for his strong leadership. Mr. Terrell concluded by noting that the Board receives numerous emails each week from a wide variety of folks interested in the issues related to education. He noted that those emails are read and that the comments, suggestions, and concerns expressed in them are given close attention.

At this time, Representative Shirley Ringo was introduced in the audience.

OPEN FORUM

Chris Ellis made comments related to the IDAPA 08.11.01 having to do with proprietary schools. She urged the Board to be aware that one of the requirements in the rules could cause institutions such as Stephens Heneger to be shut down unless it is given special consideration. The Board thanked her for her comments.

CONSENT AGENDA

M/S (Agidius/Westerberg): To approve the Consent Agenda items as submitted. Motion carried unanimously.

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

By unanimous consent, the Board approved the request by Boise State University for twelve (12) new positions (12.0 FTE) and term, salary, FTE change to two (2) positions (2.0 FTE).

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

By unanimous consent, the Board approved the request by Idaho State University for two (2) new positions (2.0 FTE) and term change to one (1) position (.69 FTE).

3. BAHR – Section I – University of Idaho – New Positions and Changes to Positions

By unanimous consent, the Board approved the request by 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.

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

By unanimous consent, the Board approved the request by Lewis-Clark State College for one (1) new position (1.0 FTE) supported by grant funds.

5. PPGAC – Alcohol Permits Issued by University Presidents

This is an information item only.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

Note: Item number 1 having to do with the University of Idaho's Law School proposal was delayed until later in the agenda.

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

M/S (Thilo/Agidius): To approve the request by Boise State University to offer a Ph.D. in Public Policy Administration. Motion carried unanimously.

Dr. Sona Andrews of Boise State University summarized the particulars of this item. She noted that this program is in the University's statewide mission and builds on the twenty-year history that BSU has in offering a Masters of Pubic Administration. Dr. Andrews indicated that external reviewers have assessed the need and the readiness of the University to institute this program.

Board member Thilo noted that this proposal has been fully vetted by and approved by CAAP.

3. New Graduate Program – Full Proposal – Master in Community and Regional Planning – Boise State University

M/S (Thilo/Westerberg): To approve the request by Boise State University to offer a Master of Community and Regional Planning. Motion carried unanimously.

Dr. Sona Andrews of Boise State University presented this item.

4. New Graduate Program – Full Proposal – Master of Science in Bioregional Planning and Community Design – University of Idaho

M/S (Thilo/Agidius): To approve the University of Idaho's request to offer a new M.S., Bioregional Planning and Community Design Program. Motion carried unanimously.

Board member Thilo introduced this item. Dr. Doug Baker of the University of Idaho briefly summarized the details of the program.

1. Strategic Planning of the University of Idaho's Law School

M/S (Thilo/Westerberg): 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 the 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. Motion failed (Hall, Agidius, Westerberg voted nay).

Amended M/S (Hall/Agidius): To strike the (#1) part of the motion. Motion failed 2/3 (Westerberg, Thilo, Terrell voted nay).

Substitute M/S (Thilo/Westerberg): To approve the request by the University of Idaho for authority to proceed with the implementation planning for two-location concept, 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. Motion carried unanimously.

Dr. Tim White presented this item. He noted that the economic, demographic, and sociological landscape of Idaho has changed significantly over the years. In response to those changes and demands, the University of Idaho has studied different ways of meeting the needs of Idaho as related to its statewide legal education mission. He indicated that letters had been received from Attorney General Lawrence Wasden and Dr. Elson Floyd, President of Washington State University, supporting the University's proposal to bring a law school campus to Boise.

Dr. White explained that an open and thorough strategic planning effort has been underway for some time to study various options of providing quality, affordable, and accessible legal education to the state of Idaho. The result of the study is that a two-location concept is the best option. As a result, the University is requesting approval from the Board to proceed with the implementation planning effort related to that concept.

Chief Justice Daniel Eismann was introduced. He noted that the State Law Library had occupied the first floor of the Idaho Supreme Court Building up until a few years ago. It was moved to a temporary location to allow for the Court of Appeals to move into that area. Now options are being considered as to where to permanently locate the library. Chief Justice Eismann suggested that if the University of Idaho opened an extension of its Law School in Boise, the State Law Library could be connected to the UI Law School and its library. As a result, the State Law Library would serve not only the large number of law practices, attorneys, courts, and citizens already located in the Treasure Valley, but also offer its services to the law students pursuing degrees through the University of Idaho. Chief Justice Eismann pointed out that the Permanent Building Fund had provided funds for a new State Law Library this past year, so this discussion is timely. He encouraged the Board to approve locating an extension of

the UI Law School in Boise.

Justice Linda Copple Trout addressed the Board. She noted she is the Chair of the Law Advisory Council, which has discussed, for several years, the best structure and location for the law school. The Law Advisory Council agreed that the dual location approach is the best one for the students and the citizens in Idaho. The main campus of the law school would remain in Moscow and continue to offer the majority of the programs and degrees; however, the extension campus in Boise could provide students pursuing certain degrees the opportunity to do so in Boise. She urged the Board's consideration and support of the proposal.

Richard Morgan, President of the Law School Accreditation Standards Committee, was introduced. He has been an active consultant to UI in their strategic planning and assessment of the UI Law School. Mr. Morgan noted that the UI Law School has the exclusive statewide mission for public legal education. He pointed out that because Boise is the population and governmental center of the state, the state will benefit from the community-wide services that a law school will bring into the area. Mr. Morgan indicated that even with an extension of the UI Law School in Boise, the main school in Moscow could continue at full strength to give the entire operation the necessary and appropriate rating of excellence. He pointed out that the dual-location concept offers an efficient solution to the challenge of providing statewide legal services and education, and that it is cost effective. Mr. Morgan reminded the Board that while this is a very novel and unique solution, it is a time when innovation, in terms of delivery and connectivity, are ripe in Idaho.

Anna Fahler, a student from the University of Idaho Law School, spoke in support of the proposal. She noted that the location of a branch in Boise would expand the opportunities for law students to pursue degrees with greater affordability and access. Ms. Fahler suggested that students would be drawn to both atmospheres so that both locations would have strong and vital programs to offer. She reminded the Board that by having a branch campus in Boise, students could have access to the bar, the courts, and the law offices.

Don Burnett, Dean of the University of Idaho, College of Law, was introduced. Dean Burnett noted that the vision of Idaho having a two-location law school is similar to the Johns Hopkins School which has branched out to meet the needs of its state in terms of the students, the communities, and the economy. Having a two-location law school would offer a greater level of affordability and access while addressing the need for an effective criminal justice education system. He assured that having law schools in both Moscow and Boise would not duplicate offerings. There will distinctive and specialized offerings in each area. The faculty and services will be under one umbrella. Also, tying the UI College of Law branch in Boise with the Law Learning Center that is being proposed by the Justices makes sense. Dean Burnett indicated that a rigorous business plan would be brought forward to the Board in the summer if the Board approves the UI moving forward with the planning of this concept of having a branch campus in Boise.

Board member Thilo thanked the members of the panel for their remarks. President Terrell congratulated the UI for putting together a strong team of support for this concept. Board member Agidius asked for assurances to be included in the proposal that such an expansion would not be detrimental to the Moscow campus in terms of the offerings, the students, and the community. He asked for statistics as to the numbers of students leaving Idaho to go elsewhere; also, the number of students that are unable to find practicum opportunities in the Moscow area, and the number of student-spouses unable to find jobs in the Moscow area. Mr. Agidius noted that he would not want to have the main college in Moscow become secondary

over time. Dean Burnett noted that the business plan will include those items.

Board member Hall asked if the two institutions would be identical in the first year. Dean Burnett said they would be similar, but with differing capstone classes. It is a plan to meet Idaho's needs which means increasing the opportunities for more students to attend. Mr. Hall asked about the analysis in terms of need for more lawyers and the number of seats currently available.

Dean Burnett noted that some of that information is available in the materials already provided to the Board; however, the business plan will provide more detail. Mr. Hall clarified that he would like to know about the need, in Idaho, for more lawyers and not just the need for more seats for more students.

Board member Hall raised a question about the level of funding to sustain this effort over time. Dr. White responded and noted that the University is confident, based on the interest expressed statewide for this effort that the financial support will be there. He went on to point out that the proposal before the Board at this time is to get approval to develop a detailed business plan that will address such questions and concerns. The completed business plan would then be brought back to the Board for their review and consideration.

Board member Hall raised a concern that students would bear an increased burden in terms of fees for supporting two campuses. Dean Burnett agreed that there could be an impact on the students in terms of fees, but even if that is the case, Idaho will still be below what other schools, regionally, are already charging.

Board member Hall commented on the plans of the previous UI administration to move the law school to Boise and voiced a concern that the current proposal may be politically motivated. Dr. White assured Mr. Hall that many things in Idaho have changed since he became the President of the University. He emphasized that the former UI president's plans have absolutely no bearing on the current study or recommendations. He pointed out that the plan being proposed at this time was not created over night, but included the input of many parties from throughout the state. Richard Morgan indicated that he has no sense that political compromise is on the table or in the background in regards to this proposal. He offered the opinion that folks are working to provide an excellent legal education opportunity for the state.

Board President Terrell took a few moments to introduced Representative Tom Trail and Senator Gary Schroeder in the audience.

Board member Westerberg noted that he had questions about costs and sustainability, but recognized that such information would be forthcoming in the business plan. He asked for clarification that the motion before the Board at this time approves the UI putting together a business plan to bring back to the Board for consideration and approval.

Board member Hall expressed his concern that the original motion indicates that the Board is approving the concept. Board member Agidius voiced the same concern. Board member Hall amended his motion. At that time, the UI and the panel members were granted a few minutes to briefly discuss the impact of the amended motion. A substitute motion was made by Board member Thilo.

5. Approval of Higher Education Research Council FY 2009 Budget

M/S (Thilo/Westerberg): To approve the FY 2009 HERC Budget Allocation as presented. Motion carried unanimously.

6. Idaho Technology Incentive Grant Program FY 2009 Award

M/S (Thilo/Agidius): To approve funding for projects totaling \$1,485,000. Motion carried unanimously.

7. Idaho Falls Local Operations Committee – Summary Report

Board member Thilo noted that this is an information item. There was no discussion.

8. Approval of Temporary and Proposed Rules Governing Registration of Postsecondary Educational Institutions and Proprietary Schools, IDAPA 08.01.11

M/S (Thilo/Agidius): 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. Motion carried unanimously.

Board member Agidius asked if concerns related to this motion had been worked out. Interim Executive Director Mike Rush pointed out that because proposed legislation failed this year, this rule is necessary in order to create a provision that allows the Board to address the needs of specific institutions. Board member Thilo noted that since the legislation didn't pass, the temporary rule that was in place is no longer effective, thus the need for this new rule. Dr. Rush explained that he had met personally with administrators of the institutions and that they had indicated to him that they are okay with the language in this rule.

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

Mark Browning of the Board office shared that this report is for the benefit of the Board's information and planning efforts in the coming years.

10. Title II, Part A, Subpart 1 Grants to States, State Activities Funds – Note: this item was moved to later in the agenda

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

1. Presidents' Council Report

Board President Terrell introduced Bill Robertson, President of Eastern Idaho Technical College, and congratulated him on his upcoming retirement, effective June 30, 2008. Mr. Robertson noted that he has been at EITC for 37 years in a variety of capacities, and that it is time to move on to other things. He characterized his retirement as the chance to find new opportunities to pursue. The Board thanked Bill for his service and said they looked forward to seeing him one last time at the June Board meeting.

On another note, Board member Terrell encouraged the Presidents' Council to get back to the practice of meeting on a monthly basis for the sake of building stronger collaborative efforts.

2. University of Idaho Progress Report

Dr. Tim White presented the University's report. He invited the Board and meeting participants to see the University of Idaho Presence in Second Life presentation during the lunch break. Dr. White discussed the Focused Interim Report and the vision of UI to continue being recognized nationally for excellence in academics, research, creative activity, and the engagement of stakeholders through outreach and extension.

Dr. White presented highlights of accomplishments, pursuits, and planning efforts in the following areas: (1) quality academics, students, programs; (2) uncommon student life engagement; (3) outstanding outcomes; (4) leading research; and, (5) strength, pride and progress in achieving their objectives.

Dr. White reported that the University is enrolling freshman who are of high quality in terms of academic standing and national recognition. Many of the University's programs have also been nationally recognized. Dr. White discussed several of the research projects that the University is engaged in and the positive impact those projects are having nationally and globally. Dr. White reported on the finances and infrastructure of the University, and noted that significant progress had been made in building the organization and systems to support the University's strategic plan goals. Dr. White concluded by noting that the University is planting seeds now in order to continue its excellence and positive impact for future generations.

Board member Hall asked about concurrent enrollment. Dr. White reported that the percentage increase is significant, however it doesn't take into account that the University started with a small number. He indicated that all of the deans were brought together to come up with recommendations to address the situation. A process is now in place that allows the University to make this a statewide effort, not just a regional effort and he expects that the University will continue to increase those numbers.

3. Idaho Division of Professional-Technical Education Progress Report

Ann Stephens, Associate Administrator for the Division of Professional-Technical Education (DPTE), presented the agency's progress report to the Board. She reviewed the agency's mission and reviewed some of the major changes, initiatives, and performance objectives of the past year. One change was the transfer of the Career Information System office to the Department of Labor. In addition, the Division acquired a number of related services including Veterans Education, Proprietary Schools, Statewide Training, Certified Managers Training, and the State Employee Wellness program. Ms. Stephens indicated that the Division had submitted the Perkins State Plan, which included programs of study. She noted that in order to receive state funds, schools must have at least one program-of-study that meets the specific requirements that define the program of study. In terms of performance, the Division has targeted four goals: (1) increasing college capacity; (2) supporting articulation; (3) maintaining high placement rates; and (4) supporting high school reform.

Ms. Stephens reported that the enrollments at the two-year technical colleges have increased and workforce training increased overall this year by 9.7%. Idaho's technical colleges serve all six regions and served over 52,000 degree and short-term students this past year. Ms. Stephens noted that while Idaho's go-to-college rate is about 47%, 60% of PTE program completers go to college. The Division supports high school reform and has made a significant effort to increase the academic rigor of PTE courses in the areas of science, economics, communication, math, and health and wellness. Ms. Stephens concluded by sharing success

stories of several of the Professional-Technical Student Organization teams and members in national competition.

Note: State Superintendent Luna joined the meeting at this time (11:15 a.m.)

4. 2007 Legislative Update

Mark Browning presented a brief update on the results of the recently concluded legislative session. He referred the Board to the agenda materials as he discussed several of the items that saw legislative review, consideration, and approval.

5. Idaho Association of School Administrators – Adequate Yearly Progress Proposal -- Note: this item was delayed until later in the agenda.

6. University of Idaho Retirement Plan

Kent Nelson introduced this item. He explained that because this could likely go to litigation, the University and the Board cannot make comments or ask questions at this time. Dr. Earl Bennett and Dr. Jeff Harkins were introduced to address the Board regarding the negative impact of the changes in the University's retirement program.

Dr. Bennett had previously submitted a packet of materials to the Board for their review. He indicated that promises were made by the University prior to the current revisions regarding the benefits for retirees, and that contracts were signed by the University and the parties of interest.

He went on to explain that the revisions made in the plan in 2007 break a number of those promises, which is why four individual retirees have filed a notice of claim with the Idaho Secretary of State. Dr. Bennett provided a lengthy explanation of all the issues and concerns of the retirees impacted by this situation.

Dr. Jeff Harkins discussed GASB 45 and the University's deferred compensation plan. He noted that the proposed changes to the policies were never considered by the Board of Regents as it was submitted only as an information item even though it was a \$100 million decision. He summarized his presentation by noting that the University agreed to offer benefits in lieu of salaries, and University employees, acting in good faith, accepted those promises. He suggested that the University charged the University's Retiree Health and Life Insurance Task Force to basically arrive at a foregone conclusion. He pointed out that the University should have charged the Task Force to find ways for the University to honor the benefits it promised to its employees and still reach decisions of austerity.

7. State Board of Education Strategic Plan

M/S (Westerberg/Thilo): 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. Motion carried unanimously.

Dr. Rush, Interim Executive Director of the Board, noted that the strategic plan was presented at the March 27th meeting. Since then, additional recommendations and comments have been incorporated into the plan. He indicated that some of the benchmarks and measures may require modification in the future based on the availability of relevant data. This plan allows the Board to meet the submission guidelines from the Governor's Office of July 1.

8. State Board of Education Proposed Transfer of Gear-Up Program – Note: this item was delayed until later in the agenda.

9. Second Reading – State Board of Education Governing Policies and Procedures – Sections I.M.4. and III.M.3.

M/S (Westerberg/Thilo): To approve the second reading of State Board of Education Governing Policies and Procedures, Section I.M.4. Motion carried unanimously.

M/S (Westerberg/Thilo): To approve the second reading of the Idaho State Board of Education Governing Policies and Procedures, Section III.M.3. Motion carried unanimously.

BUSINESS AFFAIRS AND HUMAN RESOURCES

Section I – Human Resources

1. University of Idaho – Employment Contract – Head Men's Basketball Coach

M/S (Westerberg/Hall): To approve the University of Idaho's employment contract with head basketball coach, Don Verlin.

Amended M/S (Hall/Agidius): Amend the motion to reflect the salary base shown on Tab 1, page 1, and to also include the incentive payments as outlined on Tab 1 page 2.
Amended motion carried unanimously.

2. University of Idaho – Settlement Agreement

M/S (Westerberg/Agidius): To approve the settlement of a personnel matter and to authorize the University of Idaho to sign all necessary settlement documents. Motion carried unanimously.

3. Boise State University – Salary Increase – Head Women's Basketball Coach

M/S (Westerberg/Hall): To approve the salary increase requested for Boise State University's women's basketball coach, Gordon Presnell, to include the terms and conditions as listed in Tab 3, page 1. Motion carried unanimously.

4. Boise State University – Selland College Closure

M/S (Westerberg/Agidius): 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 University 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. Motion carried unanimously.

Dr. Sona Andrews presented this item. She noted that there is urgency in doing this from the perspective of the students and the employees. Instead of transitioning programs to the College of Western Idaho, the University now realizes that programs must first be discontinued

by the University. At that time, the College of Western Idaho (CWI) can take steps to start the programs at their institution. Dennis Griffin of CWI indicated that it is the intention of CWI to accept all of the active Selland programs. In addition, all of the employees who rate a “meets standard” on their performance evaluations will be offered the opportunity to become an employee of CWI as of July 1, 2009. Dr. Andrews clarified that at a past Board meeting the Board approved action that directs CWI to be deliverer of professional-technical education in this valley.

Section II – Finance

1. Joint Finance Appropriates Committee (JFAC) – Occupancy Funding Policy

Scott Christie of the Board office reviewed this item for the Board.

2. FY 2009 Appropriations

a. Information - Institutions and Agencies

Scott Christie of the Board office highlighted several points for the Board.

b. Colleges and Universities

M/S (Westerberg/Hall): 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 the system-wide needs, as presented on Page 3, except line 26 for the CAES project. This allocation will come to the Board at the June 2008 Board meeting. Motion carried unanimously.

Scott Christie of the Board office explained that there was a need to wait until another time to consider the allocation for CAES. The Board made a motion to that effect.

c. Community Colleges

M/S (Westerberg/Thilo): 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. Motion carried unanimously.

Scott Christie of the Board office reported that the allocation between North Idaho College and the College of Southern Idaho is not connected to the FY 2009 appropriation that was provided by the Legislature for the College of Western Idaho (CWI) in the same bill. The amount allocated to CWI is the amount included in the college’s budget request. Each institution has reviewed their respective allocation amount and agrees that the proper calculation has been made.

d. Professional-Technical Education

M/S (Westerberg/Hall): To approve the request from the Division of Professional-Technical Education for the allocation of the FY 2009 appropriation detailed in Exhibit A of Tab 2d. Motion carried unanimously.

e. Promise B Scholarship

M/S (Westerberg/Thilo): 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. Motion carried unanimously.

f. Promise A Scholarship

M/S (Westerberg/Thilo): To approve the amount of the Idaho Promise Scholarship, Category A, to be \$3,000 per year (\$1,500 per semester) for those applicants who are selected to receive or renew the Idaho Robert R. Lee Promise Category A scholarship for the academic year 2008-2009. Motion carried unanimously.

It was clarified that the motion should read \$1,500 per semester.

3. FY 2010 Budget Development Guidelines

M/S (Westerberg/Luna): 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. Motion carried unanimously

Scott Christie of the Board office noted that Board-approved budget requests for FY 2010 must be submitted to the Executive and Legislative branches by 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. During discussion, Interim Executive Director Mike Rush explained that he initiated two changes in order to prompt discussion and to facilitate a more workable timeline for the Board to receive, consider, approve, and forward the requests from the institutions and agencies.

Dr. Rush pointed out that there are no restrictions from the Governor or the Legislature this year as to how to present or prioritize line item requests. In the past, the Board would receive the budget requests from the institutions and agencies at the August meeting which left no time for the Board to refine the list or gather more information. Often it would be left to Board staff to make a final determination of what items to include and how to list them. By adjusting the timelines, the Board can now consider the budget requests at its June meeting, which allows time for more input before making a final determination in August. In explaining the list of items presented to the Board, Dr. Rush explained his reasoning for including them on the list. It was noted that they are not listed in order of priority.

Board President Terrell asked the representatives from LSO and DFM for their input. Both said that having the guidelines in place will be helpful.

Board member Hall asked to hear from the institutions in regard to this list of priorities. Stacy Pearson indicated that BSU is fine with this list, but in future years it would be good to have the ability to put together a list-within-a-list of priorities. Lloyd Mues indicated that while most of UI's priorities are on the list, the priority ranking will depend on each institution's situation. Jim Fletcher of ISU indicated that in general the list is fine, but the top three from each institution should be based on the institution's strategic plan. Chet Herbst of LCSC indicated that there

are some specific programs that should be listed within one of the broader categories. He noted that in the past it seemed to be more effective when the institutions went forward together with a consistent set of requests. Kirk Dennis of PTE asked if there is a limitation on the number of requests.

Board member Hall indicated the intent is to have the institutions come forward with their list of items and to review them as a Board and determine where to draw the line. Dr. Rush agreed, and emphasized that by doing this earlier in the year, the Board has time to review the list and to make that determination prior to having to send it to the Governor's office. Board member Hall asked that the institutions be allowed to have the flexibility to bring forward their own list if they have something outside what appears in the motion that requires urgent consideration. Board member Agidius agreed with having that flexibility.

4. Tuition Waiver Reports

- a. Boise State University
- b. Idaho State University
- c. University of Idaho
- d. Lewis-Clark State College

Scott Christie of the Board office summarized this information item for the Board.

5. Boise State University – Office Building Lease

M/S (Westerberg/Thilo): 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, in substantial conformance to the form agreement attached to the agenda item; and to approve the University's purpose underlying the Foundation's acceptance of the gift portion of the property; and to further authorize the Executive Director of the State Board of Education to approve the final lease agreement before execution by the University, subject to review by the Board's legal counsel. Motion carried unanimously.

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

6. University of Idaho – Easement for Public Bus Shelter

M/S (Westerberg/Agidius): 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 conformation to the documents submitted to the Board in Attachment 1. Motion carried unanimously.

7. University of Idaho – Amendments to Faculty/Staff Handbook

M/S (Westerberg/Adigius): To approve the amendments to University of Idaho Faculty-Staff Handbook Sections 5300 "Copyrights, Protectable Discoveries and Other Intellectual Property Rights," in substantial conformation to the version submitted to the Board in Attachment 1. Motion carried unanimously.

Lloyd Mues of the University of Idaho presented this item to the Board.

8. University of Idaho – Appointment of Trustee – UI Retiree Benefits Trust

M/S (Westerberg/Agidius): To approve the University of Idaho's request to designate Wells Fargo as trustee for the University of Idaho Retiree Benefits Trust. Motion carried unanimously.

Lloyd Mues of the University of Idaho presented this item to the Board. He noted that this action will ensure that the trust is properly insured. He explained that having Wells Fargo appointed as trustee keeps everything transparent, and also puts into place the proper checks and balances to ensure that everything is above board. Mr. Mues noted that this is an entirely different issue from the accounting standards issue discussed earlier in the day. The University assured Board member Hall that the costs of having the bank act as trustee were in line with what it would cost to have a University of Idaho employee perform that function.

9. University of Idaho – Student Health Insurance Plan (SHIP) – Approval of Rates and Service Provider Contracts

M/S (Westerberg/Hall): To approve the 2008-2009 Student Health Insurance Plan rates; and to authorize the University of Idaho 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 to approve the agreement between the University and Moscow Family Medicine in substantial conformance to the contract submitted to the Board in Attachment 2. Motion carried 5-1 (Mr. Agidius voted nay).

Lloyd Mues of the University of Idaho presented this item. Board member Agidius raised a concern about the additional financial strain this would put on the students.

10. University of Idaho – Settlement Agreement -- This item was pulled from the agenda.11. Lewis-Clark State College – Port of Lewiston Lease

M/S (Westerberg/Thilo): 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. Motion carried 4-0 (Mr. Hall and Mr. Luna absent during the vote).

Chet Herbst of Lewis-Clark State College presented this item to the Board.

12. Lewis-Clark State College – Residence hall Purchase

M/S (Westerberg/Thilo): 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.

Substitute M/S (Agidius/Luna): 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 up to \$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.

Second Substitute M/S (Hall/Agidius): 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 a price not to exceed the appraised value or \$3.8M, whichever is less. 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. Motion carried unanimously.

Chet Herbst of Lewis-Clark State College discussed this item for the Board.

Board member Hall indicated that Board policy and state law requires that an appraisal be carried out before a proposal can be made. Mr. Herbst noted that the institution desired to bring this item to the Board at this time because the appraisal is forthcoming. The offer made to the seller is that the institution has no intention to go beyond the appraised value or beyond \$3.8 million, whichever is less. Substitute motions were made in order to clarify that point.

13. Lewis-Clark State College – Property Sale

M/S (Westerberg/Agidius): 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. Motion carried unanimously.

Chet Herbst of Lewis-Clark State College discussed this item and noted that as a result of the annual planning process, it was determined that this property should be sold.

At this time the Board took up the three items that were delayed until this time in the agenda.

Instruction, Research, and Student Affairs – Agenda Item 1010. Title II, Part A, Subpart 1 Grants to States, State Activities Funds

M/S (Hall/Westerberg): To authorize the 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 and to coordinate with the Executive Director of the Board to transfer the appropriate funds and positions. Motion carried unanimously.

In introducing this item, Board President Terrell noted that this item and item 8 of the Planning, Policy, and Governmental Affairs (PPGAC) agenda both relate to transferring programs and responsibilities from the Office of the Board of Education to the Department of Education. At this time Mr. Terrell turned the discussion over to State Superintendent Tom Luna.

Mr. Luna indicated that the Governor had communicated to him that he desired to move the oversight of all K-12 programs and responsibilities back under the Department of Education. Additional discussions clarified the specific programs that the Governor was thinking of. The timeline for transferring programs is July 1, 2008. The two programs being considered at this time are the GEAR-UP grant and the Title II responsibilities. Mr. Luna indicated that the question of moving ISAT and assessment would be undertaken at another time because there is a role for the Board to play in those efforts.

Mr. Luna noted that moving the GEAR-UP and Title II responsibilities should include the moving of all of the positions and all of the funds necessary to manage those programs. He indicated that he would like to see these programs driven by results; and for the Board and the Department collaborate. Board member Thilo noted that the Board does need to retain an oversight or auditing capability, but it does not need to micromanage. She encouraged that the Board move in a direction that transcends the present Board members and State Superintendent. She said that it is still important to set policies.

Mr. Luna noted that he doesn't mind being held accountable, but he wants to have control over the funds under his charge. He is willing to regularly report to the Board. Board member Hall indicated that the motion provides for SDE and the Board staff to plan and coordinate the effort to transfer the positions and funds. However, the Board retains the right to put policies in place that ensure that it is able to have accountability measures in place. Mr. Luna recommended that the policies provide the latitude for implementation with some degree of flexibility.

Board member Hall clarified that the motion is to have Mr. Luna and Dr. Rush develop a plan to go through each item and determine what makes sense to both of them as far as transferring the responsibilities. Based on their mutual agreement, the actual amount of funds and positions transferred can be determined.

Planning, Policy, and Governmental Affairs Agenda Items 8 & 5

8. State Board of Education Proposed Transfer of GEAR-UP Program

State Superintendent Luna indicated that this program should be administered by the Department of Education, but that it needs more discussion to clarify the issues. He asked to hold this item for vote until the June Board meeting. In the meantime, he asked to have the Executive Committee continue discussion of this item.

By unanimous consent the Board agreed to defer this item to the Executive Committee and bring it back at the June meeting.

5. Idaho Association of School Administrators – Adequate Yearly Progress Proposal -- MOVED

M/S (Luna/Agidius): That the Board direct staff to ask the federal Department of Education to restart the clock on Adequate Yearly Progress determination using the 2007 Idaho Standards Achievement Tests administration as the baseline. Motion carried unanimously.

State Superintendent Luna introduced District Superintendent Terry Donicht of the McCall/Donnelly and Meadows Valley districts. Mr. Donicht indicated that he represented his districts as well the Idaho Association of School Administrators. He expressed concerns that districts are being required to meet the Annual Yearly Progress (AYP) as set forth by the federal government based on Idaho's original ISAT test, which was determined by the federal government to be invalid. Mr. Donicht pointed out that because the original test was declared invalid, then it stands to reason that any results based on that test are invalid, as are the penalties and the ratings. He suggested that, based on that logic, the state cannot accurately say that districts do not meet AYP.

Mr. Donicht asked the Board of Education to acknowledge Idaho's error in using the invalid test to make determinations, and petition the U.S. Department of Education to have all results considered invalid. Second, he asked the Board to not allow Idaho to sanction any schools based on the invalid results of the invalid tests and to prohibit the state from negatively labeling any district based on the invalid test.

State Superintendent Luna indicated that Superintendent Donicht did a good job of explaining the predicament that Idaho is in as a result of the failure of the first ISAT. He noted that he has no problem with the motion and indicated that he is willing to move forward with that specific request. He explained that some other points brought up by Superintendent Donicht will need to be discussed further.

DEPARTMENT OF EDUCATION

1. Superintendent's Update

State Superintendent Luna reported on the math initiative and indicated that the Legislature had funded it; now the Department is moving forward with implementation. The Legislature also funded a portion of the longitudinal study and provided funding for the classroom enhancement package.

Mr. Luna noted that while ISTARS was not successful, the Department is appointing a task force to come up with a teacher performance plan that can be recommended to the Legislature next year.

Mr. Luna indicated that recent newspaper articles suggest that the State Department of Education has not accounted for how certain monies have been spent by virtual charter schools. Mr. Luna walked the Board through some information points to counter those assertions. In addition, he noted that the duties and policies of the local school boards, as well as the boards of each virtual or charter schools, requires them to prepare and report an annual statement related to its entire financial operation. Those reports must include all sources of revenue and how those revenues are spent. In addition, those entities are directed to have made full and complete audits of the financial statements, and to file those audits and findings with the State Department of Education. That information is always available to the general public.

2. Swan Valley School District #92 – Trustee Zone Change

M/S (Luna/Westerberg): To approve the adjusted trustee zones for the Swan Valley School District as submitted. Motion carried unanimously.

Mr. Luna reviewed this item for the benefit of the Board. He noted that moving the zone will not affect their balance.

3. School District Property Transfer – Minidoka – Cassia

M/S (Luna/Agidius): To approve the proposed excision and annexation from Minidoka Joint School District to Cassia County Joint School District. Note: this motion was withdrawn.

M/S (Luna/Agidius): To approve the recommendation for the excision and annexation from Minidoka Joint School District to Cassia County Joint School District.

Substitute M/S (Thilo/Hall): To accept the report and the recommendation of the hearing officer's report and allow an election to take place regarding the proposal of the petitioner to go forward. Motion carried unanimously.

Mr. Luna introduced Julie Rushton from Jackson, Idaho to comment on this item. Ms. Rushton noted that the petition meets all the requirements of State Code. In addition, a hearing officer recommends approval of this request. Mr. Luna noted that the overriding reason to approve this item is so it can go to the citizens for their vote.

4. School District Property Transfer – Lakeland – West Bonner (Reed Petition)

M/S (Thilo/Luna): To accept the report and the recommendation of the hearing officer's report and allow an election to move forward in the excision and annexation request as presented. Motion carried unanimously.

Tonya Reed of Spirit Lake presented the facts related this proposal. The property transfer will benefit the children. She asked the Board to send this proposal onto an election.

5. Temporary and Proposed Rule- IDAPA 08.02.03.004 Rules Governing Thoroughness – Incorporation by Referencea. Addition to the High School Math Content Standards

M/S (Luna/Thilo): To approve the Idaho Mathematics Course Standards for Secondary Mathematics courses to be incorporated by reference into rule. Motion carried unanimously.

Mr. Luna presented this item. He noted that the Board adopted additional math and science graduation requirements.

M/S (Luna/Agidius): 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. Motion carried unanimously.

b. Revision to the Idaho Alternative Assessment Extended Content Standards

M/S (Luna/Hall): To approve the Idaho Extended Content Standards. Motion carried unanimously.

M/S (Luna/Agidius): To approve the temporary and proposed rule change to IDAPA 08.02.03.004. Rules Governing Thoroughness, to incorporate the Idaho Extended Content Standards. Motion carried unanimously.

Liz Compton of the State Department of Education was introduced. Mr. Luna thanked her for her hard work. Ms. Compton made brief comments on the effort that went into revising the Idaho Alternative Assessment Extended Content Standards. She thanked the teachers who were involved. She noted that this was a challenging effort because of the requirement to serve students with significant cognitive disabilities.

6. Appointment to the Curricular Materials Selection Committee

M/S (Luna/Thilo): To approve the request by the State Department of Education for the appointment of Patty Silvers to the Idaho State Curricular Materials Selection Committee. Motion carried unanimously.

M/S (Luna/Thilo): To approve the request by the State Department of Education for the appointment of Ann Stilwill to the Idaho State Curricular Materials Selection Committee. Motion carried unanimously.

7. Professional Standards Commission Appointments

M/S (Thilo/Agidius): To approve Deb Hedeem, Idaho State University, as a member of the PSC for a term of three years representing public higher education. Motion carried unanimously.

M/S (Thilo/Luna): To approve Becky Ford, Post Falls School District, as a member of the PSC for a term of three years representing school superintendents. Motion carried unanimously.

M/S (Agidius/Luna): To approve Bonnie Gallant, Boise School District, as a member of the PSC for a term of three years representing special education administrators. Motion carried unanimously.

M/S (Luna/Thilo): To approve Nick Smith, Deputy Superintendent, as a member of the PSC for a term of three years, representing the State Department of Education. Motion carried unanimously.

M/S (Agidius/Thilo): To approve Anne Ritter, Meridian School District, as a member of the PSC for a term of three years, representing the School Boards Association. Motion carried unanimously.

State Superintendent Luna presented this item. He noted that the appointment representing the Secondary Classroom Teacher position on the PSC will come before the Board at another time.

8. Temporary and Proposed Rule Change to IDAPA 08.02.02.060, Rules Governing Uniformity – Application Procedures/Professional Development

M/S (Luna/Westerberg): To approve the temporary and proposed rule change to IDAPA 08.02.02.060, Rules Governing Uniformity, Application Procedures/Professional Development. Motion carried unanimously.

9. Pleasant Valley Elementary District Out-of-State Tuition Waiver Requests

M/S (Luna/Hall): 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). Motion carried unanimously.

ELECTION OF OFFICERS

M/S (Agidius/Thilo): To appoint Milford Terrell as President of the Board of Education for the coming term. Motion carried unanimously. Motion carried unanimously.

M/S (Thilo/Terrell): To appoint Paul Agidius as the Vice President of the Board for the coming term. Motion carried unanimously. Motion carried unanimously.

M/S (Terrell/Westerberg): To appoint Sue Thilo as the Secretary for the Board for the coming term. Motion carried unanimously.

OTHER BUSINESS

Board President Terrell reminded the Board that items to address in the future include discussion regarding higher education lobbyists, identifying who speaks for the Board during the legislative session, having various Board members serve as the fourth member of the Board's Executive Committee on a rotating basis, and bringing back to the June meeting a recommendation on the transfer of the GEAR-UP program to the State Department of Education.

There being no other business, the Board entertained a motion to adjourn.

M/S (Agidius/Luna): To adjourn the meeting at 4:15 p.m. Motion carried unanimously.

**CONSENT AGENDA
JUNE 19-20, 2008**

TAB	DESCRIPTION	ACTION
1	BAHR-SECTION I BOISE STATE UNIVERSITY New Positions, & Changes to Positions, Deletions of Positions	Motion to approve
2	BAHR-SECTION I IDAHO STATE UNIVERSITY New Positions & Changes to Positions	Motion to approve
3	BAHR-SECTION I UNIVERSITY OF IDAHO New Positions	Motion to approve
4	BAHR-SECTION I LEWIS-CLARK STATE COLLEGE New Positions, Changes to Position & Deletion of Position	Motion to approve
5	FY08 ROOM AND BOARD RATES a. Boise State University b. Idaho State University c. University of Idaho d. Lewis-Clark State College	Information item
6	IRSA – QUARTERLY REPORT Program Changes Approved by the Executive Director	Information item
7	PPGAC – ALCOHOL PERMITS ISSUED BY UNIVERSITY PRESIDENTS	Information item

CONSENT AGENDA
JUNE 19-20, 2008

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CONSENT AGENDA
JUNE 19-20, 2008

BOISE STATE UNIVERSITY

SUBJECT

A request by Boise State University for new positions, change to positions and deletion of 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 three (3) new faculty positions (3.0 FTE) supported by local funds; create one (1) new faculty position (1.0 FTE) supported by grant funds.
- Create two (2) new professional staff positions (2.0 FTE) supported by appropriated funds; create ten (10) new professional staff positions (9.25 FTE) supported by local funds; create one (1) new professional staff position (1.0 FTE) supported by grant funds.
- Create three (3) new classified positions (2.75 FTE) supported by local funds.
- Increase the term of one (1) classified staff position (1.0 FTE) supported by appropriated funds; increase the term of one (1) classified staff position (1.0 FTE) supported by local funds.
- Delete two (2) faculty positions (2.0 FTE) supported by appropriated funds.
- Delete one (1) professional staff position (1.0 FTE) supported by local funds.
- Delete one (1) classified staff position (1.0 FTE) supported by appropriated funds; delete two (2) classified staff positions (1.75 FTE) supported by local funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

The Research Assistant Professor position is a required match for the Micron funding that the University received to start the PhD in Electrical Engineering. The University agreed to fund some additional faculty research positions and will utilize indirect costs and other local funds for this particular position. The University is also encouraging the college to raise additional grant funds for future positions.

CONSENT AGENDA
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The Laboratory Safety Officer position is housed in Environmental Health and Safety and will oversee lab safety for all labs, including chemical inventories, etc, and will be funded from the Enrollment Workload Adjustment.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State for twenty one (21) new positions (19.0 FTE); term, salary, FTE change to two (2) positions (2.0 FTE); and deletion of six (6) positions (5.75 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

CONSENT AGENDA
JUNE 19-20, 2008

NEW POSITIONS

Position Title	Research Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$96,000
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Electrical Engineering
Duties and Responsibilities	Conduct research in collaboration with faculty from engineering and the sciences; supervise undergraduate and graduate students; write proposals and submit grants; teach undergraduate and graduate courses.
Justification of Position	Additional position needed to expand the scope of department research by building additional program breath and depth and enhance capacity to attract and retain quality PhD students.

Position Title	Associate Chair/Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$83,000
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Nursing Department
Duties and Responsibilities	Responsible for the operation of the Bachelor of Science Completion Program.
Justification of Position	Position needed for new Bachelor of Science Completion program in Nursing.

CONSENT AGENDA
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Position Title	Interim Instructor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$61,000
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	College of Applied Technology
Duties and Responsibilities	Teach Nursing courses.
Justification of Position	Additional instructor needed due to growth in program.

Position Title	Custodian Leadworker
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	6/29/2008
Salary Range	\$17,181
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	University Housing
Duties and Responsibilities	Coordinate staff and job assignments; train employees; ensure safe working conditions for clients and staff.
Justification of Position	Facility growth and operating at full capacity require additional staff.

CONSENT AGENDA
JUNE 19-20, 2008

Position Title	Special Lecturer/Director, Basque Studies Center
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$62,304
Funding Source	Grant
New or Reallocation	New
Area/Department of Assignment	History Department
Duties and Responsibilities	Provide instruction in Basque Studies Program.
Justification of Position	Coverage needed for duties previously assigned to another faculty position; incumbent has resigned and duties will no longer reside with that position.

Position Title	Accountant
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$40,000
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Administrative Accounting
Duties and Responsibilities	Perform financial duties requiring application of accounting theory, principles, and practices.
Justification of Position	Analysis of staffing indicates a need for an additional FTE to support current level of operations.

CONSENT AGENDA
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Position Title	Laboratory Safety Officer
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$48,000
Funding Source	Appropriated
New or Reallocation	New
Area/Department of Assignment	Environmental Health and Safety
Duties and Responsibilities	Develop, implement, and oversee laboratory safety programs such as biosafety, chemical hygiene and radiation safety.
Justification of Position	Growth in research activities requires additional position to ensure laboratory safety and compliance issues.

Position Title	Assistant Director, Student Leadership for Greek Life
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$47,000
Funding Source	Local
New or Reallocation	New and Reallocation
Area/Department of Assignment	Student Union – Student Involvement
Duties and Responsibilities	Develop and implement the University's comprehensive student leadership program specific to Greek life.
Justification of Position	New position needed to fulfill University's strategic initiative to assist with student satisfaction and success.

CONSENT AGENDA
JUNE 19-20, 2008

Position Title	Student Activities Program Coordinator
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$35,535
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Student Union - Student Involvement
Duties and Responsibilities	Develop, implement and evaluate services and programs for student organizations that build a sense of community in support of the University's strategic plan.
Justification of Position	Position needed to support the increasing number of student organizations and traditional student programs.

Position Title	Director, Student Diversity/Inclusion
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$63,000
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Student Union - Student Involvement
Duties and Responsibilities	Provide strategic and administrative direction to the programs targeted toward underrepresented populations.
Justification of Position	New position required to support the work of improving campus climate, working with underrepresented populations and help to create training opportunities for students and staff.

CONSENT AGENDA
JUNE 19-20, 2008

Position Title	Academic Advisor
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$34,507
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Manage a comprehensive program to enhance the academic achievement and personal development of diverse student-athletes.
Justification of Position	Position needed due to increase in student-athletes with addition of new sports and increases in squad sizes of existing sports.

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Position Title	Director, Game Operations/Events
Type of Position	Professional
FTE	.75 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$25,875
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Direct the planning, coordination and oversight of athletic events and large-scale special events in athletic facilities.
Justification of Position	Additional position needed to cover increase in number of sports, number of home events, an increase in attendance of events and growing popularity of rental of athletic facilities.

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Position Title	Accountant
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$35,200
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Ensure internal control and compliance for athletic business functions.
Justification of Position	New position needed due to the rapid growth of the department's financial landscape and increased financial regulations.

Position Title	Coordinator, Theses/Dissertations/Fellowships
Type of Position	Professional
FTE	.50 FTE
Term of Appointment	12 Months
Effective Date	6/29/2008
Salary Range	\$17,254
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Graduate College
Duties and Responsibilities	Process theses and dissertations; implement electronic theses and dissertation (ETD) system.
Justification of Position	Per major strategic initiative, the Graduate College is converting from a traditional theses editing process to updated processing that will accommodate an ETD system.

CONSENT AGENDA
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Position Title	Simulation Specialist/Coordinator
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	10 Months
Effective Date	7/1/2008
Salary Range	\$50,200
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Nursing Department
Duties and Responsibilities	Serve as the expert in simulation for the Nursing Department and the College of Health Sciences; provide planning and oversight for all simulation experiences.
Justification of Position	Position needed for new Bachelor of Science Completion program in Nursing.

Position Title	Advisor/Marketer, BS Completion Program
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$36,000
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Nursing Department
Duties and Responsibilities	Provides advising services to students in the Bachelor of Science Completion Program.
Justification of Position	Position needed for new Bachelor of Science Completion program in Nursing.

**CONSENT AGENDA
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Position Title	Assistant Director, Idaho Innocence Project
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$34,507
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Biology Department
Duties and Responsibilities	Assist Director in the day-to-day operations of the Idaho Innocence Project.
Justification of Position	New position needed to fulfill grant/contract requirements to provide proper client services.

Position Title	Assistant Network Coordinator
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$35,400
Funding Source	Grant
New or Reallocation	New
Area/Department of Assignment	TRIO Pre-College Programs
Duties and Responsibilities	Maintain technology, manage website, and manage database for programs staff and office.
Justification of Position	Growth in TRIO programs requires a permanent position to handle technology issues.

CONSENT AGENDA
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Position Title	Financial Technician
Type of Position	Classified
FTE	.75 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$17,971
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Nursing Department
Duties and Responsibilities	Provide budget oversight for external funding from grants and contracts in the College of Health Sciences.
Justification of Position	Additional FTE needed to handle increased workload in the college related to external funding.

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$23,962
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Nursing Department
Duties and Responsibilities	Provide administrative support to the Associate Chair of the BS program; track student records; assist with budget oversight; work with community members in collaboration with Associate Chair.
Justification of Position	Position needed for new Bachelor of Science Completion program in Nursing.

CONSENT AGENDA
JUNE 19-20, 2008

CHANGE IN POSITIONS

Position Title	Office Specialist 2
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	Change from 9 Months to 12 Months
Effective Date	6/29/2008
Salary Range	Change from \$15,538 to \$20,717
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	College of Health Sciences
Duties and Responsibilities	Provide administrative support to the Dean's Office.
Justification of Position	Additional FTE needed to cover growing workload.

Position Title	Retail Assistant Manager
Type of Position	Classified
FTE	Change from .75 FTE to 1.0 FTE
Term of Appointment	12 Months
Effective Date	7/15/2008
Salary Range	Change from \$19,687 to \$26,250
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Bookstore
Duties and Responsibilities	Replenish clothing and novelty merchandise to the main Bookstore, BroncoShop locations and off-site sales events.
Justification of Position	Growth in merchandise sales and addition of the BroncoShop locations require additional workload.

**CONSENT AGENDA
JUNE 19-20, 2008**

DELETED POSITIONS

Position Title	Executive Director, BSU West
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	6/29/2008
Salary Range	Less \$98,850
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Canyon County Center
Duties and Responsibilities	Direct, administer and oversee Canyon County Center and Boise State West Campus.
Justification of Position	Functions have been assumed by College of Western Idaho staff.

Position Title	Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	Less \$45,000
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Art Department
Duties and Responsibilities	Provide instruction for Arts & Sciences courses.
Justification of Position	This position used to teach and manage Art Department gallery. The duties were all transferred and position is no longer required.

CONSENT AGENDA
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Position Title	Systems Administrator, Select-A-Seat
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	Less \$42,078
Funding Source	Local
New or Reallocation	n/a
Area/Department of Assignment	Office of Information Technology - Enterprise Application Systems
Duties and Responsibilities	Responsible for the engineering, configuration and maintenance of the Select-A-Seat Unix system.
Justification of Position	Position is being deleted due to dissolution of centralized Select-A-Seat operations.

Position Title	Management Assistant
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	6/29/2008
Salary Range	Less \$38,570
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Canyon County Center
Duties and Responsibilities	Provide support to the Director; coordinate Center activities; operate as liaison to community.
Justification of Position	Functions have been assumed by College of Western Idaho staff.

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Position Title	Receptionist
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	2/24/2008
Salary Range	Less \$18,270
Funding Source	Local
New or Reallocation	n/a
Area/Department of Assignment	Office of Information Technology - Telephone Services
Duties and Responsibilities	Answer main University telephone switchboard; provide information and answer general questions; transfer calls as needed.
Justification of Position	Efficiencies due to increased technological capabilities allow this job to be handled in part by other existing positions.

Position Title	Library Assistant 2
Type of Position	Classified
FTE	.75 FTE
Term of Appointment	12 Months
Effective Date	3/23/2008
Salary Range	Less \$25,065
Funding Source	Local
New or Reallocation	n/a
Area/Department of Assignment	Albertsons Library
Duties and Responsibilities	Receive monographic, non-book and serial material; perform accounting and cataloging functions; order missing/lost materials.
Justification of Position	Duties were transferred to another position making this position unnecessary.

**CONSENT AGENDA
JUNE 19-20, 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
JUNE 19-20, 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
JUNE 19-20, 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
JUNE 19-20, 2008

IDAHO STATE UNIVERSITY

SUBJECT

A request by Idaho State University for approval of 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 six (6) new faculty positions (5.5 FTE) supported by appropriated funds and grant funds
- Create five (5) new professional staff positions (5.0 FTE) supported by appropriated funds, local funds, and grant funds
- Create seven (7) new classified staff positions (6.0 FTE) supported by appropriated funds and grant funds

IMPACT

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

STAFF AND COMMENTS AND RECOMMENDATIONS

5.5 FTE faculty are being added in the research and engineering fields. The Development Director position will reside within the Alumni organization to be paid from their local funds.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University for eighteen (18) new positions (16.5 FTE).

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
JUNE 19-20, 2008**

NEW POSITIONS

Position Title	Research Associate Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	12 month
Effective Date	June 30, 2008
Salary Range	\$102,835.20
Funding Source	Appropriated Funds-CAES and Grant Funds
New or Reallocation	New
Area/Department of Assignment	Nuclear Engineering, College of Engineering
Duties and Responsibilities	Conduct research, teach courses, and advise students in nuclear engineering and radio chemistry.

Justification of Position This position will provide support to enhance ISU's participation in the collaborative efforts in CAES with BSU, UI, and INL.

Position Title	Research Associate Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	12 month
Effective Date	June 30, 2008
Salary Range	\$102,835.20
Funding Source	Appropriated Funds-CAES and Grant Funds
New or Reallocation	New
Area/Department of Assignment	Nuclear Engineering, College of Engineering
Duties and Responsibilities	Conduct research, teach courses, and advise students in nuclear engineering and advanced materials science.

Justification of Position This position will provide support to enhance ISU's participation in the collaborative efforts in CAES with BSU, UI, and INL.

CONSENT AGENDA
JUNE 19-20, 2008

Position Title	Professor
Type of Position	Faculty
FTE	.50
Term of Appointment	9 month
Effective Date	June 30, 2008
Salary Range	\$48,859.20
Funding Source	Appropriated Funds-CAES and Grant Funds
New or Reallocation	New
Area/Department of Assignment	Nuclear Engineering, College of Engineering
Duties and Responsibilities	Conduct research, teach courses and advise students in nuclear engineering.
Justification of Position	This position will provide support to enhance ISU's participation in the collaborative efforts in CAES with BSU, UI, and INL.
Position Title	Energy Systems Instrumentation & Control Engineering Technology Instructor
Type of Position	Faculty
FTE	1.0
Term of Appointment	10 month
Effective Date	June 30, 2008
Salary Range	\$50,000.00
Funding Source	Grant Funds
New or Reallocation	New
Area/Department of Assignment	Electronics/ESTEC, College of Technology
Duties and Responsibilities	Teach courses in Energy Systems Instrumentation and Control Engineering technology, including calibration, installation, testing and troubleshooting of transducers, control loop components, Programmable Logic Controllers (PLC), Distributed Control Systems (DCS), signal conditioning techniques and Adaptive Control.
Justification of Position	This position will provide support for the ESTEC program for compliance with grant requirements.

CONSENT AGENDA
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Position Title	Energy Systems Mechanical Engineering Technology Instructor
Type of Position	Faculty
FTE	1.0
Term of Appointment	10 month
Effective Date	June 30, 2008
Salary Range	\$50,000.00
Funding Source	Grant Funds
New or Reallocation	New
Area/Department of Assignment	Electronics/ESTEC, College of Technology
Duties and Responsibilities	Teach courses in Energy Systems Mechanical Engineering technology; advise and recruit students; advise/mentor student professional organizations; develop laboratory instructional systems; pursue scholarly, grant, private funding, and applied research activities; and assist with program fundraising, off-campus/online courses, workshops, and seminars.
Justification of Position	This position will provide support for the ESTEC program for compliance with grant requirements.
Position Title	Energy Systems Electrical Engineering Technology Instructor
Type of Position	Faculty
FTE	1.0
Term of Appointment	10 month
Effective Date	June 30, 2008
Salary Range	\$50,000.00
Funding Source	Grant Funds
New or Reallocation	New
Area/Department of Assignment	Electronics/ESTEC, College of Technology
Duties and Responsibilities	Develop and teach courses; advise and recruit students; advise student professional organizations; pursue scholarly, grant, private funding, and applied research activities; assist with program fundraising, off-campus/online courses, workshops and seminars.
Justification of Position	This position will provide support for the ESTEC program for compliance with grant requirements.

**CONSENT AGENDA
JUNE 19-20, 2008**

Position Title	Development Director
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	June 30, 2008
Salary Range	\$55,000.00
Funding Source	Local Funds
New or Reallocation	New
Area/Department of Assignment	Alumni Relations
Duties and Responsibilities	Serve as capital campaign manager and field representative; seek major gift support for ISU and its programs; develop and implement cultivation and solicitation strategies for major gift prospects for the ISU Alumni Association capital campaign.
Justification of Position	This position will provide support for the solicitation of additional resources for the University.
Position Title	Systems Administrator, Sr.
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	June 30, 2008
Salary Range	\$54,000.00
Funding Source	Appropriated Funds and Local Funds
New or Reallocation	New Appropriation and Reallocation of Local Funds
Area/Department of Assignment	Information Technology Services
Duties and Responsibilities	Provide hardware, operating system, and core service application support; consult with users to resolve operational concerns and to determine future needs.
Justification of Position	This position will provide support for the implementation of FSA-Atlas international students software module.

CONSENT AGENDA
JUNE 19-20, 2008

Position Title	Instrument Technician
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	June 30, 2008
Salary Range	\$52,769.60
Funding Source	Appropriated Funds-CAES
New or Reallocation	New
Area/Department of Assignment	Nuclear Engineering, College of Engineering
Duties and Responsibilities	Maintain/calibrate equipment in the Center for Advanced Energy Studies (CAES); teach classes in the Nuclear Engineering Certificate Program.
Justification of Position	This position will provide support to enhance ISU's participation in the collaborative efforts in CAES with BSU, UI, and INL.

Position Title	Employee Relations Specialist
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	June 30, 2008
Salary Range	\$45,500.00
Funding Source	Appropriated Funds
New or Reallocation	New
Area/Department of Assignment	Human Resources
Duties and Responsibilities	Perform activities supporting the administration of employee relations programs for faculty and staff; draft policies for review and approval; provide consultation; perform analysis.
Justification of Position	This position will provide proactive employee relations support services to management and employees at ISU, and will provide one primary point of contact for all employee relations issues providing continuity to the University community.

CONSENT AGENDA
JUNE 19-20, 2008

Position Title	Energy Systems Engineering Technician
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	11 month
Effective Date	June 30, 2008
Salary Range	\$30,000.00
Funding Source	Grant Funds
New or Reallocation	New
Area/Department of Assignment	Electronics/ESTEC, College of Technology
Duties and Responsibilities	Develop and implement instructional laboratory systems; maintain safe laboratory conditions, ensuring safe procedures and practices are followed; design, construct, and document instructional equipment and systems; maintain material conditions of the laboratory; develop and implement a maintenance program; coordinate laboratory equipment and practices with instructional materials; and assist in grant proposals and applied research activities.
Justification of Position	This position will provide support to ensure compliance with grant requirements.
Position Title	IT Information Systems Technician, Sr.
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	June 30, 2008
Salary Range	\$38,292.00
Funding Source	Appropriated Funds
New or Reallocation	New
Area/Department of Assignment	Public Safety
Duties and Responsibilities	Coordinate, evaluate, and maintain emergency notification system and related security.
Justification of Position	This position will provide technical support to ensure an effective and efficient campus emergency notification system.

CONSENT AGENDA
JUNE 19-20, 2008

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	June 30, 2008
Salary Range	\$32,512.00
Funding Source	Appropriated Funds-CAES
New or Reallocation	New
Area/Department of Assignment	Nuclear Engineering, College of Engineering
Duties and Responsibilities	Provide clerical staff support for the Institute for Nuclear Science and Engineering.
Justification of Position	This position will provide support to enhance ISU's participation in the collaborative efforts in CAES with BSU, UI, and INL.
Position Title	Personnel Technician
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	June 30, 2008
Salary Range	\$27,331.20
Funding Source	Appropriated Funds
New or Reallocation	New
Area/Department of Assignment	Human Resources
Duties and Responsibilities	Advise supervisors and employees on personnel policies, procedures, and benefits options; prepare or review personnel actions, benefits forms and related documents; perform related work.
Justification of Position	To provide additional support for employee benefits.

**CONSENT AGENDA
JUNE 19-20, 2008**

Position Title	Office Specialist 2 (two positions)
Type of Position	Classified
FTE	1.0 (2 @ .50 FTE)
Term of Appointment	12 month
Effective Date	June 23, 2008
Salary Range	\$10,358.00
Funding Source	Grant Funds
New or Reallocation	New
Area/Department of Assignment	Idaho Center for Disability Evaluation
Duties and Responsibilities	Provide office support for growing workload of Independent Assessment Providers; perform related work.
Justification of Position	To provide half-time clerical support for the Twin Falls office and the Boise office.

Position Title	Custodian (two positions)
Type of Position	Classified
FTE	2.0
Term of Appointment	12 month
Effective Date	June 30, 2008
Salary Range	\$17,596.80
Funding Source	Appropriated Funds
New or Reallocation	New
Area/Department of Assignment	Facilities Services
Duties and Responsibilities	Perform regular and heavy-duty custodial cleaning; perform minor maintenance repair; secure doors in an assigned area or building.
Justification of Position	To provide additional custodial support for increased new building space.

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**CONSENT AGENDA
JUNE 19-20, 2008**

UNIVERSITY OF IDAHO

SUBJECT

A request by the University of Idaho for the approval of fourteen new positions

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 Section II. B.3.

DISCUSSION

The University of Idaho requests approval to:

- Create fourteen (14) new positions supported by appropriated and non-appropriated funds

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Five (5) new FTE are related to recruiting and enrollment management and eight (8) are related to enhancing the university's web.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to establish fourteen (14) new positions supported by appropriated and non-appropriated funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT AGENDA
JUNE 19-20, 2008

Position Title	Assistant Director, New Student Services
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$32,178.00 – 39,998.40
Funding Source	Appropriated funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	Enrollment Management/New Student Srvcs
Duties	Responsible for recruitment, advising and registration activities
Justification	Increased staffing needed to handle workload

Position Title	Assistant Director, New Student Services
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$32,178.00 – 39,998.40
Funding Source	Appropriated funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	Enrollment Management/New Student Srvcs
Duties	Responsible for recruitment, advising and registration activities
Justification	Increased staffing needed to handle workload

Position Title	Associate Dean
Type of Position	Executive Administrator
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$112,070.40
Funding Source	Local Service funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	College of Graduate Studies
Duties	Responsible for working with Dean meeting the recruitment goals.
Justification	Increased staffing needed to handle workload

**CONSENT AGENDA
JUNE 19-20, 2008**

Position Title	Director, Enrollment Operations
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$54,995.20 – 64,001.60
Funding Source	Appropriated funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	Enrollment Management
Duties	Responsible for analyzing, displaying, forecasting enrollment
Justification	Increased staffing needed to handle workload

Position Title	Emergency & Sec Srvs Officer
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$54,995.20
Funding Source	Local Service funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	Finance and Administration/Risk Management
Duties	Responsible for administering emergency management and security services
Justification	Increased workload due to higher levels of security threat and coordination of emergency/critical response

Position Title	Recruiting Specialist
Type of Position	Classified
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$35,006.40
Funding Source	Local Service funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	College of Graduate Studies
Duties	Responsible for recruiting new students to meet recruitment goals of the College of Graduate Studies
Justification	Needed to work with Assoc. Dean of Graduate Studies to meet recruitment goals of the College of Graduate Studies, increase visibility of graduate programs and improve communication with prospective students

**CONSENT AGENDA
JUNE 19-20, 2008**

Position Title	Web Coordinator
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$44,990.40
Funding Source	Local Service funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	College of Agriculture and Life Sciences
Duties	Responsible for providing web design and support for the College of Agriculture and Life Sciences
Justification	To enable the creation and management of branded, on-message Web content in each of the major University organizations.

Position Title	Web Coordinator
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$44,990.40
Funding Source	Local Service funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	CLASS and College of Science
Duties	Responsible for providing web design and support for the CLASS and College of Science
Justification	To enable the creation and management of branded, on-message Web content in each of the major University organizations

Position Title	Web Coordinator
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$44,990.40
Funding Source	Local Service funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	Colleges of Business, Education and Law
Duties	Responsible for providing web design and support for the Colleges of Business, Education and Law
Justification	To enable the creation and management of branded, on-message Web content in each of the major University organizations

**CONSENT AGENDA
JUNE 19-20, 2008**

Position Title	Web Coordinator
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$44,990.40
Funding Source	Local Service funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	Colleges of Natural Resources and Art & Architecture
Duties	Responsible for providing web design and support for the Colleges of Natural Resources and Art & Architecture
Justification	To enable the creation and management of branded, on-message Web content in each of the major University organizations

Position Title	Web Coordinator
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$44,990.40
Funding Source	Local Service funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	Colleges of Engineering and Graduate Studies
Duties	Responsible for providing web design and support for the Colleges of Engineering and Graduate Studies
Justification	To enable the creation and management of branded, on-message Web content in each of the major University organizations

CONSENT AGENDA
JUNE 19-20, 2008

Position Title	Web Coordinator
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$44,990.40
Funding Source	Local Service funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	Enrollment Management
Duties	Responsible for providing web design and support for Enrollment Management
Justification	To enable the creation and management of branded, on-message Web content in each of the major University organizations

Position Title	Web Coordinator
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$44,990.40
Funding Source	Local Service funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	Student and Academic Affairs
Duties	Responsible for providing web design and support for Student and Academic Affairs
Justification	To enable the creation and management of branded, on-message Web content in each of the major University organizations

Position Title	Web Coordinator
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$44,990.40
Funding Source	Local Service funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	Finance and Administration and Library
Duties	Responsible for providing web design and support for Finance and Administration and Library
Justification	To enable the creation and management of branded, on-message Web content in each of the major University organizations

**CONSENT AGENDA
JUNE 19-20, 2008**

LEWIS-CLARK STATE COLLEGE

SUBJECT

Approval of fourteen (14) new positions, (1) change in position and one (1) deleted 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 twelve (12) new instructional positions (12.0 FTE) funded by Appropriated funds;
- Create two (2) (2.0 FTE) new positions funded by appropriated and local funds;
- Increase FTE (from .5 to 1.0) for one (1) position funded by local funds; and
- Delete one (1) position funded by grant funds

The above changes reflect 8.5 new nursing/health science positions approved by the Legislature for FY09, conversion of two adjunct positions to regular faculty (lecturer) positions, conversion of two student-help positions to regular employees, and one position change to reflect reallocation of duties between divisions as a result of the growth of business programs.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

The increase of 8.5 FTE is due to the expansion of the nursing & health science programs.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College for fourteen (14) new positions (14.0 FTE), one (1) change in position (.5 to 1.0 FTE) and the deletion of one (1) position (1.0 FTE).

Moved _____ Seconded _____ Carried Yes ____ No ____

**CONSENT AGENDA
JUNE 19-20, 2008**

**NEW POSITIONS
INSTRUCTIONAL**

Position Title	Nursing Faculty
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	7/1/2008
Salary Range	\$47,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Nursing & Health Sciences
Duties and Responsibilities	Teach 12 credits each semester, advise NHS students, participate in scholarly and professional development activities.
Justification of Position	Position needed for the expansion of the nursing & health science programs.

Position Title	Nursing Faculty
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	7/1/2008
Salary Range	\$47,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Nursing & Health Sciences
Duties and Responsibilities	Teach 12 credits each semester, advise NHS students, participate in scholarly and professional development activities.
Justification of Position	Position needed for the expansion of the nursing & health science programs.

Position Title	Nursing Faculty
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	7/1/2008
Salary Range	\$47,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Nursing & Health Sciences
Duties and Responsibilities	Teach 12 credits each semester, advise NHS students, participate in scholarly and professional development activities.
Justification of Position	Position needed for the expansion of the nursing & health science programs.

**CONSENT AGENDA
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Position Title	Nursing Faculty
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	7/1/2008
Salary Range	\$50,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Nursing & Health Sciences
Duties and Responsibilities	Teach 12 credits each semester, advise NHS students, participate in scholarly and professional development activities.
Justification of Position	Position needed for the expansion of the nursing & health science programs.

Position Title	Nursing Faculty
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	7/1/2008
Salary Range	\$50,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Nursing & Health Sciences
Duties and Responsibilities	Teach 12 credits each semester, advise NHS students, participate in scholarly and professional development activities.
Justification of Position	Position needed for the expansion of the nursing & health science programs.

Position Title	Nursing Faculty
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	7/1/2008
Salary Range	\$50,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Nursing & Health Sciences
Duties and Responsibilities	Teach 12 credits each semester, advise NHS students, participate in scholarly and professional development activities.
Justification of Position	Position needed for the expansion of the nursing & health science programs.

CONSENT AGENDA
JUNE 19-20, 2008

Position Title	Nursing Faculty
Type of Position	Faculty
FTE	1.0
Term of Appointment	10 months
Effective Date	7/1/2008
Salary Range	\$56,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Nursing & Health Sciences
Duties and Responsibilities	Teach 12 credits each semester, advise NHS students, participate in scholarly and professional development activities.
Justification of Position	Position needed for the expansion of the nursing & health science programs.

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	7/1/2008
Salary Range	\$42,500-45,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Natural Sciences
Duties and Responsibilities	Teach 24 credit hours of human biology, anatomy, physiology and human biology.
Justification of Position	Expanded biology teaching capacity necessary to support Nursing & Health Sciences expansion.

Position Title	Lecturer (CDA)
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	7/1/2008
Salary Range	\$35,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Business
Duties and Responsibilities	Teach Business courses for Coeur d'Alene outreach center for online and campus.
Justification of Position	Supports growing business programs by converting adjunct faculty member to lecturer.

**CONSENT AGENDA
JUNE 19-20, 2008**

Position Title	Assistant Professor-History
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	7/1/2008
Salary Range	\$41,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Social Sciences
Duties and Responsibilities	Teach 12 hour course load per semester, perform continuing research, advise students, and provide campus service.
Justification of Position	Eliminate the use of adjunct instructors primarily for history courses in the general education core (History of Civilization, 101 & 102, United States History, 111 & 112). Will teach other history courses as assigned.
Position Title	Lecturer
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	7/1/2008
Salary Range	\$32,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Humanities
Duties and Responsibilities	Teach 24 credits per academic year of general education English courses.
Justification of Position	Conversion of adjunct position to Lecturer to teach English general education core classes.

**CONSENT AGENDA
JUNE 19-20, 2008**

**NEW POSITIONS
OTHER**

Position Title	Instructional Designer/Trainer
Type of Position	Professional
FTE	1.0
Term of Appointment	12 months
Effective Date	7/1/2008
Salary Range	\$36,400
Funding Source	Appropriated & Local Funds
Area/Department of Assignment	Distance Learning
Duties and Responsibilities	Assist and support faculty in development of online and hybrid courses and in incorporating new education technologies across the college.
Justification of Position	Increased student/faculty use of online/technology enhanced instruction.
Position Title	Office Specialist I
Type of Position	Classified
FTE	1.0
Term of Appointment	12 months
Effective Date	7/1/2008
Salary Range	\$21,923
Funding Source	Local Funds
Area/Department of Assignment	Security
Duties and Responsibilities	Provide a variety of office support or secretarial functions for the Security Department.
Justification of Position	Position is required to increase campus safety by keeping Security window open during normal business hours and by doing dispatch and collections.

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Position Title	Assistant Director for
Type of Position	Communication/Sports Information
FTE	Professional
Term of Appointment	1.0
Effective Date	12 months
Salary Range	7/1/2008
Funding Source	\$32,000
Area/Department of Assignment	Appropriated and Local Funds
	College Communication\Sports
	Information
Duties and Responsibilities	Composition of press releases, updating of information on web sites, handling athletic statistics, program layouts, photography and some game management.
Justification of Position	Establishes permanent position to improve continuity of support to College Communications programs that had been sporadically supported through student workers.

CHANGES IN POSITIONS
OTHER

Position Title	Assistant Professor
Type of Position	Faculty
FTE	Increase from 0.5 to 1.0
Term of Appointment	11 months
Effective Date	7/1/2008
Salary Range	Increase \$18,200 to \$45,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Nursing & Health Sciences
Justification of Position	Position needed for the expansion of the nursing & health science programs. This position combines appropriated funding from FY 08 (.50 FTE) and FY 09 (.50 FTE) for a 1.0 FTE position.

CONSENT AGENDA
JUNE 19-20, 2008

Deleted Positions

Position Title	Administrative Assistant I
Type of Position	Classified
FTE	1.0
Term of Appointment	12 months
Effective Date	7/1/2008
Salary Range	\$30,534
Funding Source	Grant Funds
Area/Department of Assignment	Education
Justification of Position	Termination of Grant funds for this position.

CONSENT – BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOISE STATE UNIVERSITY

SUBJECT

2008-2009 Housing Room and Board Rates

APPLICABLE STATUTE, RULE, OR POLICY

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

DISCUSSION

Boise State University has approved the following room and board rates effective Fall Semester, 2008-2009.

ATTACHMENTS

Attachment 1 – 2008/2009 Room and Board Rates

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

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

BOARD ACTION

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

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**CONSENT – BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008**

Attachment 1

Boise State University

Information Item

2008-2009 Housing Room and Board Rates

Boise State University has approved the following room and board rates effective with Fall Semester, 2008-2009

<u>Apartments</u>	2007- 2008	2008- 2009	% increase
University Heights			
1 bedroom 12 months	\$420	\$440	4.7%
1 bedroom 6-11 months	\$445	\$460	3.3%
1 bedroom less than 6 months	\$470	\$490	4.1%
2 bedroom 12 months	\$480	\$500	4.1%
2 bedroom 6-11 months	\$505	\$530	4.9%
2 bedroom less than 6 months	\$530	\$550	3.7%
University Manor			
1 bedroom 12 months	\$420	\$440	4.7%
1 bedroom 6-11 months	\$445	\$460	3.3%
1 bedroom less than 6 months	\$470	\$490	4.1%
2 bedroom 12 months	\$480	\$500	4.1%
2 bedroom 6-11 months	\$505	\$530	4.9%
2 bedroom less than 6 months	\$530	\$550	3.7%
University Park			
grad unit	\$300	\$300	0%
2 bedroom 12 months	\$460	\$480	4.3%
2 bedroom 6-11 months	\$485	\$500	3.1%
2 bedroom less than 6 months	\$510	\$530	3.9%
3 bedroom 12 months	\$605	\$630	4.1%
3 bedroom 6-11 months	\$630	\$650	3.1%
3 bedroom less than 6 months	\$655	\$680	3.8%
University Village			
2 bedroom 12 months	\$590	\$610	3.3%
2 bedroom 6-11 months	\$615	\$640	4.1%
2 bedroom less than 6 months	\$640	\$660	3.1%

**CONSENT – BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008**

University Square

2 bedroom 12 months	\$695	\$720	3.6%
2 bedroom 6-11 months	\$720	\$750	4.1%
2 bedroom less than 6 months	\$745	\$770	3.3%

Residence Halls/Suites

All four meal plans are the same price \$2,480+ 6% Sales Tax

Meal Plan Option	2007-2008		2008-2009		% Increase
	Flex \$ Per Year	Price	Flex \$ Per Year	Price	
19 meals per week	0	\$2,370	0	\$2,480	4.4%
450 Meals (225 per semester)	\$250	\$2,370	\$250	\$2,480	4.4%
384 Meals (192 Per semester)	\$350	\$2,370	\$350	\$2,480	4.4%
320 Meals (160 Per Semester)	\$650	\$2,370	\$650	\$2,480	4.4%

	2007-2008	2008-2009	Absolute Increase	Relative Increase, with RHA fee inclusion
<i>Effective Academic year 2008-2009, RHA Association fee of \$25/year included in rates instead of billed separately</i>				

Double Occupancy in Chaffee (A/B wing)

\$2,204	\$ 2,339	6%	5%
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Double Occupancy in Barnes Towers

\$2,712	\$ 2,339	-14%	-15%
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Double Occupancy in Chaffee (D wing), Driscoll or Morrison

\$2,712	\$ 2,900	7%	6%
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Single Occupancy in Chaffee, Driscoll, Morrison or Barnes Towers

\$3,417	\$ 3,647	7%	6%
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Double Occupancy in Keiser or Taylor

\$2,878	\$ 3,076	7%	6%
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Single Occupancy in Keiser or Taylor

\$3,626	\$ 3,869	7%	6%
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CONSENT – BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

University Square Suites

Single Occupancy	\$3,890	\$ 4,148	7%	6%
Single Occupancy (Efficiency Room)	\$3,538	\$ 3,775	7%	6%

Double Occupancy in University Inn - Not included in 2007-2008 rates

\$ 2,125

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CONSENT – BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

IDAHO STATE UNIVERSITY

SUBJECT

2008-2009 Housing Room and Board Rates

APPLICABLE STATUTE, RULE, OR POLICY

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

DISCUSSION

Idaho State University has approved the following room and board rates effective Fall Semester, 2008.

	2007-2008	2008-2009	% Increase
Residence Hall Rates (Turner & Rendezvous)			
Turner Hall Double	\$2,250	\$2,320	3.11%
Turner Hall Single	\$2,950	\$3,080	4.41%
Rendezvous Center	\$3,100	\$3,300	6.45%
Apartment Rates			
University Courts (1 bedroom)	\$450	\$465	3.33%
University Courts (1 bedroom/double occ.)	\$240	\$250	4.17%
West Campus (1 bedroom)	\$470	\$490	4.26%
West Campus (2 bedroom/1 bath)	\$275	\$285	3.64%
West Campus (2 bedroom/2 bath)	\$290	\$305	5.17%
Graduate House/Single (no kitchen)	\$350	\$360	2.86%
Graduate House/Single (w/kitchen)	\$385	\$400	3.90%
Schubert Heights (double)	\$200	\$220	10.0%
Schubert Heights (single)	\$385	\$400	3.90%
Pulling Courts (1 bedroom)	\$450	\$465	3.33%
McIntosh Manor (1 bedroom)	\$450	\$465	3.33%
McIntosh Manor (2 bedroom)	\$525	\$550	4.76%
Ridgecrest (2 bedroom)	\$550	\$575	4.55%
Meal Plans FY2007-08			
60 meals/semester + \$1,075 flex	\$2,700		
120 meals/semester + \$750 flex	\$2,700		
14 meals/week + \$300 flex	\$2,700		
45 meals/semester + \$975 flex	\$2,500		
100 meals/semester + \$650 flex	\$2,500		
10 meals/week + \$250 flex	\$2,500		

CONSENT – BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Meal Plans FY2008-09

1 – All meals (meals/week) + \$150 flex	\$2,950	New Plan
2 – 215 meals/semester + \$400 flex	\$2,700	New Plan
3 – 125 meals/week + \$750 flex	\$2,700	New Plan
4 – 185 meals/semester + \$300 flex	\$2,500	New Plan
5 – 100 meals/semester + \$650 flex	\$2,500	New Plan
6 – All meals (meals/week)	\$2,650	New Plan

STAFF COMMENTS AND RECOMMENDATIONS

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

BOARD ACTION

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

CONSENT – BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

UNIVERSITY OF IDAHO

SUBJECT

2008-2009 Housing and Dining Rates

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

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

The University's rate proposals build off of a marketing and financial feasibility framework that compares the local market, peer institutions and needs of the department. As a residential campus, the University seeks to offer housing that is integrated with student learning experiences – a type of housing not available in the general market. The University's approach to rate setting is to establish charges that: (1) enable University Residences to operate within a balanced budget and recognize increases to fixed cost items such as utility increases and other overhead; (2) allow for further enhancement of academic-themed and general learning communities; and (3) are appropriate when compared to other local housing offerings.

DISCUSSION

The rates approved for the 2008-2009 academic year are detailed in the following tables:

STAFF COMMENTS AND RECOMMENDATIONS

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

BOARD ACTION

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

CONSENT – BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

ATTACHMENT

**2008-2009 Proposed
Residence Hall Room Rates**

Traditional Residence Hall Rates <i>(Wallace, Tower, Targhee, McConnell)</i> <i>Includes Thanksgiving and Spring Breaks</i>	Academic Year FY 2007-2008	Academic Year FY 2008-2009	Increase	Fall 2008	Spring 2009	Summer 2009	12 Month FY 2008-2009
Double Room	\$3,575	\$3,698	3.45%	\$2,034	\$1,664	\$1,218	\$4,606
Single Room	\$4,975	\$5,095	2.42%	\$2,802	\$2,293	\$1,678	\$6,466
Targhee	N/A	\$3,648	N/A	\$2,006	\$1,642	N/A	N/A
McConnell Single	\$5,075	\$5,189	2.25%	\$2,802	\$2,293	\$1,709	\$6,591
Living Learning Community Rates <i>Includes Thanksgiving, Winter, and Spring Breaks</i>	Academic Year FY 2007-2008	Academic Year FY 2008-2009	Increase	Fall 2008	Spring 2009	Summer 2009	12 Month FY 2008-2009
Double Room	\$4,175	\$4,280	2.52%	\$2,354	\$1,926	\$1,406	\$5,382
Super Double Room	\$4,450	\$4,570	2.70%	\$2,514	\$2,056	\$1,506	\$5,768
Single Room	\$5,575	\$5,698	2.20%	\$3,134	\$2,564	\$1,876	\$7,267
Super Single Room	\$5,850	\$5,975	2.13%	\$3,286	\$2,689	\$1,968	\$7,636

Other Residence Hall Fees

Liquidated Damages charge is \$10 per day (Minimum \$660; Maximum \$1,800). No Change. Traditional Residence Hall and Living Learning Community Deposit \$250. No Change. Room Change Administrative Fee, \$25.00. New.

CONSENT – BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

2008 - 2009 Proposed Apartment Rates

*Less Than 12-Month Agreement	FY08 Rate	FY09 Rate	Actual	Dollar
Apartment Housing Rates	Per Month	Per Month	Increase	Increase
Graduate Student Residence # B	\$ 559	\$ 549	-1.79%	\$ (10)
Graduate Student Residence #C	\$ 541	\$ 531	-1.85%	\$ (10)
South Hill Apartments: 1 Br.	\$ 549	\$ 559	1.82%	\$ 10
South Hill Apartments: 2 Br.	\$ 569	\$ 579	1.76%	\$ 10
South Hill Apartments: 3 Br.	\$ 649	\$ 659	1.54%	\$ 10
South Hill Vista: 2 Br.	\$ 619	\$ 629	1.62%	\$ 10
South Hill Vista: 3 Br.	\$ 704	\$ 714	1.42%	\$ 10
South Hill Vista: 4 Br.	\$ 759	\$ 769	1.32%	\$ 10
**Elmwood Apartments: 1 Br. Bsmt	\$ 585	\$ 595	1.71%	\$ 10
**Elmwood Apartments: 1 Br.	\$ 600	\$ 610	1.67%	\$ 10
**Elmwood Apartments: 2 Br.	\$ 759	\$ 769	1.32%	\$ 10
<i>*Less than 12 Month Agreement is \$50 more per month to offset turnover costs.</i>				
<i>**Less than 12 Month Agreement for Elmwood is only permitted in the event of a student graduating.</i>				

12 Month Agreement	FY08 Rate	FY09 Rate	Actual	Dollar
Apartment Housing Rates	Per Month	Per Month	Increase	Increase
Graduate Student Residence # B	\$ 509	\$ 499	-1.96%	\$ (10)
Graduate Student Residence #C	\$ 491	\$ 481	-2.04%	\$ (10)
South Hill Apartments: 1 Br.	\$ 499	\$ 509	2.00%	\$ 10
South Hill Apartments: 2 Br.	\$ 519	\$ 529	1.93%	\$ 10
South Hill Apartments: 3 Br.	\$ 599	\$ 609	1.67%	\$ 10
South Hill Vista: 2 Br.	\$ 569	\$ 579	1.76%	\$ 10
South Hill Vista: 3 Br.	\$ 654	\$ 664	1.53%	\$ 10
South Hill Vista: 4 Br.	\$ 709	\$ 719	1.41%	\$ 10
Elmwood Apartments: 1 Br. Bsmt	\$ 535	\$ 545	1.87%	\$ 10
Elmwood Apartments: 1 Br.	\$ 550	\$ 560	1.82%	\$ 10
Elmwood Apartments: 2 Br.	\$ 709	\$ 719	1.41%	\$ 10

24 Month Agreement	FY08 Rate	FY09 Rate	Actual	Dollar
Apartment Housing Rates	Per Month	Per Month	Increase	Increase
Graduate Student Residence # B	\$ 449	\$ 439	-2.23%	\$ (10)
Graduate Student Residence #C	\$ 439	\$ 429	-2.28%	\$ (10)
South Hill Apartments: 1 Br.	\$ 389	\$ 419	7.71%	\$ 30
South Hill Apartments: 2 Br.	\$ 399	\$ 439	10.03%	\$ 40
South Hill Apartments: 3 Br.	\$ 489	\$ 519	6.13%	\$ 30
South Hill Vista: 2 Br.	\$ 449	\$ 489	8.91%	\$ 40
South Hill Vista: 3 Br.	\$ 539	\$ 574	6.49%	\$ 35
South Hill Vista: 4 Br.	\$ 599	\$ 629	5.01%	\$ 30
Elmwood Apartments: 1 Br. Bsmt	\$ 419	\$ 455	8.59%	\$ 36
Elmwood Apartments: 1 Br.	\$ 439	\$ 470	7.06%	\$ 31
Elmwood Apartments: 2 Br.	\$ 599	\$ 629	5.01%	\$ 30

CONSENT – BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

2008-2009 Board Rates

DINING PLAN	FLEX DOLLARS/ SEMESTER	ADDITIONAL FEATURES/ SEMESTER	PRICE/ SEMESTER	WHO CAN BUY	COST PER MEAL*
** All Access **	\$100	10 guest passes	\$1,598 + tax	Everyone	\$3.90*
WEEKLY PLANS					
19 meals/wk	\$100	8 guest passes	\$1,417 + tax	Everyone	\$4.33
14 meals/wk	\$300	6 guest passes	\$1,417 + tax	Everyone	\$4.99
10 meals/wk	\$500	4 guest passes	\$1,417 + tax	Everyone	\$5.73
5 meals/wk	\$500	2 guest passes	\$1,080 + tax	LLC Sophomores LLC Juniors LLC Seniors	\$7.24
<p>*The price per meal is based on a 16-week semester with a total of 111.5 board days and 24 meals per week (if you used your meal plan once per meal period). The price per meal value shown for the All Access Plan is based on one swipe per meal period (breakfast, lunch, dinner & late night), however, being that this plan allows you unlimited swipes per day – meaning, you can swipe your card as often as you want during a meal period – this amount is even less if you frequent the Wallace Food Court more than once per meal period.</p>					

CONSENT – BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

LEWIS-CLARK STATE COLLEGE

SUBJECT

FY2008-2009 Room and Board Rates

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

Informational Item submitted according to Board Policy listed above.

DISCUSSION

Lewis-Clark State College has approved room and board rates for the academic year 2008-2009.

	<u>2007-2008</u>	<u>2008-2009</u>	<u>Change</u>
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Residence Halls

Room & Board/Double Occupancy:

Room plus Meal Plan A	\$5,000	\$5,400	+ 8.00%
Room plus Meal Plan B	\$4,800	\$5,200	+ 8.33%
Room plus Meal Plan C	\$4,700	\$5,100	+ 8.51%

Room & Board/Single Occupancy:

Room plus Meal Plan A	\$5,500	\$6,050	+ 10.00%
Room plus Meal Plan B	\$5,300	\$5,850	+ 10.38%
Room plus Meal Plan C	\$5,200	\$5,750	+ 10.58%

Parrish House (Room Only)

Single Room	\$3,200	\$3,500	+ 9.38%
Single Room w/o bath	\$2,600	\$2,900	+ 11.54%
Double Room	\$2,600	\$2,900	+ 11.54%
Double or Triple w/o bath	\$2,200	\$2,500	+ 13.64%

CONSENT – BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

STAFF COMMENTS AND RECOMMENDATIONS

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

BOARD ACTION

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

CONSENT – BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

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

October, 2003

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

b. Student Health Insurance Premiums or Room and Board Rates

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

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CONSENT - INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

SUBJECT

Quarterly Report: Program Changes Approved by Executive Director

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

In accordance with Board policy III.G.4.b.(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."

DISCUSSION

In accordance with Board policy III.G.4.b.(2), "All modifications approved by the executive director shall be reported quarterly to the Board." The Board office is providing a report of program changes, additions, etc. from Idaho's public colleges and universities that were approved by the Executive Director.

ATTACHMENTS

Attachment 1 – List of Program Changes Approved by the
Executive Director

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Board staff offers no comments or recommendations.

BOARD ACTION

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

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CONSENT - INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

Academic Programs
Approved by Executive Director
March 2007 – June 2008

*The Board did not have a regular meeting in May; therefore, this report includes programs and changes approved by the Executive Director from March through to date.

Boise State University
Discontinue the Clinical Laboratory Science emphasis of BS in Biology
Addition of a new AAS in Nursing
Discontinue Anthropology, Social Science, Secondary Education Emphasis BA and minor option

Idaho State University
Department name change: from Foreign Languages to Languages and Literature
New emphasis area: French/German/Spanish for Business and the Professions
New Associate of Arts in Japanese
New Minor in Leadership Studies
New BS Major and Minor in Statistics

University of Idaho
Change degree name: BFA Interior Design to Bachelor of Interior Design
Discontinue Academic Certificate in Extension Nutrition Program
Combine two depts into one: Economics, Finance to Info Sys & Mgmt, marketing & Operations
Add BS Chemistry (Forensic Option)
Add Certificate in Semiconductor Theory & Devices
Add BS Technology, Major: Technology, Training & Development, Business Technology
Addition of Technical Workforce Training Certificate
Add Adult Basic Education/GED Instructor Certificate
Discontinue Online Instruction Certificate
Discontinue Minor in Dance Performance
Discontinue Minor in Social Dance
Discontinue Certificate in Character Education
Discontinue Minor in Sports Ethics
Discontinue Minor in Recreation
Change Name of Minor in a BS Degree from Timber Harvesting to Forest Operations
Add Academic Certificate in Reproductive Biology

CONSENT - INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

Professional - Technical Education Programs
Approved by Executive Director

Program Activity	Institution
Addition of a new AAS in Surgical First Assisting	CSI
Accounting/Bookkeeping – convert to a stand-alone program with 18-month AAS degree	CSI
Computer Graphics Design – convert to stand-alone program with Digital Media as the new title to offer an AAS, Technical Certificate, and one Graphic Design for Print option with an AAS degree	CSI
Computer Support Technician – convert to stand-alone program with 9-month Technical Certificate	CSI
Network Support Technician – convert to stand-alone program with Network Systems Technician as the new title offering an AAS	CSI
Office Technology – convert to stand alone program with Administrative Assistant as new title. To offer a Technical Certificate and AAS degree and one Legal Assistant option with a Technical Certificate and AAS degree	CSI
Web/Database Application Development – convert to stand-alone program with Web Developer as the new title. Offering an AAS degree	CSI
Change in curriculum in the Technical Certificate, Radiation Safety Program	EITC
Addition of a new AAS Energy Systems Electrical Engineering Technology program	ISU
Change in curriculum in the Certificate of Completion, Automotive Technology Program	NIC

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

G. Program Approval and Discontinuance

October 2005

4. Program Approval Policy

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

(2) Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases or instructional units with a financial impact of less than \$250,000 require executive director approval prior to implementation. The executive director may refer any of the requests to the Board or a subcommittee of the Board for review and action. All modifications approved by the executive director shall be reported quarterly to the Board. Non-substantive name or title changes need not be submitted for approval.

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CONSENT AGENDA – PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS
JUNE 19-20, 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 April 2008 Board meeting. Since that meeting, Board staff has received 16 permits from Boise State University, 10 permits from Idaho State University, and 7 permits from the University of Idaho.

Board staff has prepared a brief listing of the permits issued for use. 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
JUNE 19-20, 2008**

**APPROVED ALCOHOL SERVICE AT
BOISE STATE UNIVERSITY**

April – June 2008

EVENT	LOCATION	DATE (S)
Singin In The Rain	Morrison Center Main Hall	4/30-5/03/2008
I Love A Piano	Morrison Center Main Hall	5/06-8/2008
NW Biomedical Symposium	Allen Noble Hall of Fame	5/09/2008
An Evening With Tony Bennett	Morrison Center Main Hall	5/10/2008
Ingestion of Spend Lead Ammunition conference – Poster Session	Jordan A, B, C	5/12-13/2008
A Pops Special – Bravo Broadway	Morrison Center Main Hall	5/16/2008
Kingdom Builders Ball	Jordan Ballroom	5/17/2008
Cirque du Soleil	Taco Bell Arena	5/21-25/2008
Michael Feldman's "Whad'Ya Know?"	Morrison Center main Hall	5/23/2008
Stomp	Morrison Center Main Hall	5/30-31/2008
Bronco Dairy Boosters	Allen Noble Hall of Fame	6/06/2008
Idaho Victim Assistance Academy Dinner	BSU Lookout Room	6/08/2008
Idaho Victim Assistance Academy BBQ	Stone fireplace/Liberty Bell outside SUB	6/12/2008
WWE Summer Slam Tour	Taco Bell Arena	6/14/2008
Gene Harris Jazz Festival – Main Concert, Roy Haynes	Morrison Center main Hall	6/20/2008
Brian Regan	Morrison Center Main Hall	6/28/2008

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**CONSENT AGENDA – PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS
JUNE 19-20, 2008**

**APPROVED ALCOHOL SERVICE AT
IDAHO STATE UNIVERSITY**

May – August 2008

EVENT	LOCATION	DATE (S)
2008 Governors Conference on Rec. Towns	Stephens Performing Arts Center	05/07/2008
Professional Achievement Banquet	Performing Arts Center Rotunda	05/09/2008
Wharton Farewell Reception	Rotunda in the PAC	05/13/2008
Paleo Artist – Reception	Museum of Natural History	05/14/2008
Predator – Prey Symposium	Museum of Natural History	05/12/2008
Saber Tooth Poster Session Reception workshop	Museum of Natural History	05/15/2008
Economic Symposium	Performing Arts Center	06/03/2008
Idaho Falls City Club – first Anniversary	Bennion Student Union	06/26/2008
Pharmacy All – Class Reunion	College of Pharmacy Computer Lounge	08/01/2008
Pharmacy All – Class Reunion	Stephen's Center Rotunda	08/02/2008

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**CONSENT AGENDA – PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS
JUNE 19-20, 2008**

**APPROVED ALCOHOL SERVICE AT
University of Idaho**

April – October 2008

EVENT	LOCATION	DATE (S)
Mom Alumni Reception	Alumni Building Lounge	4/18/2008
Men's Golf League	U of I Golf Course	5/15-8/14/2008
Digital Mapping Techniques Conference	1912 Center	5/19/2008
Utility Executive Course Golf Scramble	Bogey's UI Golf Course	6/18/2008
Presnell Gage, LLC Reception	UI Hartung Theatre Lobby	6/26/2008
President's Pre-Game Event	Spinturf Field, Tent	9/06/2008, 9/13/2008, 10/04/2008, 10/25/2008, 11/01/2008, 11/15/2008
Donor Recognition Event	SUB Ballroom	10/23/2008

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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
JUNE 19-20, 2008**

TAB	DESCRIPTION	ACTION
1	STRATEGIC PLANNING PROCESS OF THE UNIVERSITY OF IDAHO'S LAW SCHOOL	Information Item
2	MODIFICATION OF EXISTING PROGRAM: NEW DELIVERY METHOD AND FUNDING STRUCTURE –BACHELOR OF SCIENCE IN NURSING, DISTANCE DELIVERY, SELF SUPPORT – BOISE STATE UNIVERSITY	Motion to Approve
3	DUAL CREDIT UPDATE	Information Item
4	IDAHO/WASHINGTON RECIPROCITY AGREEMENT	Motion to Approve
5	NATIVE-AMERICAN HIGHER EDUCATION COMMITTEE UPDATE	Information Item
6	RECOGNITION OF STEVENS-HENAGER COLLEGE'S ACCREDITING AGENCY	Motion to Approve
7	IDAHO ENGLISH LANGUAGE ASSESSMENT (IELA) CONTRACT EXTENSION	Motion to Approve
8	DISTRIBUTION OF \$500,000 FOR ADVANCED OPPORTUNITIES TRAINING	Motion to Approve
9	ADVANCED PLACEMENT TEST FEE WAIVER PROGRAM	Motion to Approve

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008**

10	UPDATE ON THE DEAF/HEARD OF HEARING AND BLIND OR VISUALLY IMPAIRED DELIVERY MODEL RECOMMENDATIONS	Information Item
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11	APPROVAL OF THE IDAHO ACCOUNTABILITY WORKBOOK	Motion to Approve
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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

UNIVERSITY OF IDAHO

SUBJECT

College of Law Planning Update

REFERENCE

October 11, 2007	Information item presented to Regents – update on status of strategic planning process.
April 17, 2008	Regent approval of the request by the University of Idaho for authority to proceed with implementation planning for the two location concept.

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 University received approval from the regents to proceed with implementation planning for the two location concept at the April 2008 meeting in Moscow.

DISCUSSION

Dean Donald Burnett of the College of Law will present a short summary of the progress to date, and Idaho Supreme Court Chief Justice Daniel Eismann will present a short update on collaborative planning for the proposed Idaho Law Learning Center in Boise.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comments 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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REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Z. Delivery of Postsecondary education

April 2005

Z. Delivery of Postsecondary Education – Planning and Coordination of Academic Programs and Courses

4. Academic Planning Process

a. General Provisions

- (1) Each institution will create and maintain an eight (8) year rolling, academic plan that describes the programs, courses and services to be offered by the institution and by other public, postsecondary institutions governed by the Board to respond to the educational and workforce needs of the state, or a service region, as appropriate (with respect to each institution, the "Plan"). Plans should be developed pursuant to a process of collaboration and communication with and among the other institutions within the state.
- (2) Plans will be submitted to the Office of the Idaho State Board of Education ("OSBE") for review and approval by the Idaho State Board of Education (the "Board") in accordance with a schedule to be developed by the Chief Academic Officer of the Board (the "CAO"). Plans will be submitted first to the Council for Academic Affairs and Programs ("CAAP") at least sixty (60) days prior to submission to OSBE for review, discussion and coordination among CAAP members. Upon submission of the Plans to OSBE, the CAO will review the Plans for the purpose of optimizing through collaboration and coordination among the institutions the cost-effective delivery of quality programs and courses, access to such programs and courses, the avoidance of duplication of programs and courses and the efficient use of resources. The CAO will provide recommendations to the Board for enhancements, if any, to the Plans, no later than thirty (30) days prior to approval by the Board. The Plans will be used to advise and inform the Board in its work to plan and coordinate educational programs throughout the state. Each institution will be responsible for updating its Plan as follows:
 - (a) Plans pertaining to the delivery of programs and courses for baccalaureate degrees and postgraduate degrees will be updated and submitted to CAAP and OSBE every two (2) years in accordance with a schedule to be developed by the CAO and in accordance with the timelines set forth above.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

- (b) Plans pertaining to the delivery of programs and courses for associate level degrees or professional-technical degrees or certificates may be updated and submitted to CAAP and OSBE on an as needed basis in accordance with a schedule to be developed by the CAO. Plans for these programs and courses will be approved by the CAO.
- (3) The CAO will develop an academic plan form to be used by institutions as a guide for providing the information requested herein.

c. Regional Planning Process

(1) Designated Institution Plan

The designated institution in a primary service region (identified in Section III, Subsection L. of the Idaho State Board of Education Governing Policies and Procedures) will create and maintain a Plan that describes the programs and courses to be offered to respond to the educational and workforce needs of its primary service region. It is intended that designated institutions communicate and collaborate with other institutions located outside of the service region in developing its Plan. If, in the course of developing or updating its Plan, the designated institution identifies a need for the delivery of a program or course within its service region, and the designated institution is unable to provide the program or course, the designated institution will coordinate with an institution located outside of the service region (a “partnering institution”) to deliver the program or course in the service region. This will be done pursuant to an MOU to be entered into between the designated institution and the partnering institution in accordance with Section 4 below. Each Plan developed by a designated institution will include at least the following:

- (a) A needs assessment that identifies the ongoing and future workforce and educational needs of the region.
- (b) A description of the academic programs and courses to be delivered in the service region, or outside of the service region, by the designated institution and the resources to be employed.
- (c) A description of regional mission programs and courses offered, or to be offered, in the service region by partnering institutions, including any anticipated transition of programs or courses to the designated institution.
- (d) A description of statewide mission programs and courses to be offered in the service region by the statewide mission owning institution or by the designated institution.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

- (e) A summary of the terms of MOUs, if any, entered into between the designated institution and partnering institutions pursuant to Section 4 below. If it is anticipated that the program or course will be offered within three (3) years of approval of the Plan, the description will include a summary of the anticipated costs of delivery and the resources and support required for delivery of the programs and courses, including facility needs and costs.

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Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
SUBSECTION: K. Construction Projects

April 2002

K. Construction Projects

1. Major Project Approvals - Proposed Plans

Without regard to the source of funding, before any institution, school or agency under the governance of the Board begin formal planning to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. All projects identified on the institutions', school's or agencies' six-year capital plan must receive Board approval.

2. Project Approvals

Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to be between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000), must first be submitted to the executive director for review and approval. Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities or construction of new facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. Project cost must be detailed by major category (construction cost, architecture fees, contingency funds, and other). When a project is under the primary supervision of the Board of Regents or the Board and its institutions, school or agencies, a separate budget line for architects, engineers, or construction managers and engineering services must be identified for the project cost. Budgets for maintenance, repair, and upkeep of existing facilities must be submitted for Board review and approval as a part of the annual operating budget of the institution, school or agency.

3. Fiscal Revisions to Previously Approved Projects

Project revisions that substantially alter the use of the project causing changes in project costs between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) must first be submitted to the executive director for review and approval. Changes in project costs of more than five hundred thousand dollars (\$500,000) must first be submitted to the Board for its

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

review and approval. Requests must be supported by a revised detailed project budget and justification for changes.

4. Project Acceptance

Projects under the supervision of the Department of Administration are accepted by the Department on behalf of the Board and the state of Idaho. Projects under the supervision of an institution, school or agency are accepted by the institution, school or agency and the project architect. Projects under the supervision of the University of Idaho are accepted by the University on behalf of the Board of Regents.

5. Statute and Code Compliance

- a. All projects must be in compliance with Section 504 of the Rehabilitation Act of 1973 and must provide access to all persons. All projects must be in compliance with applicable state and local building and life-safety codes and applicable local land-use regulations as provided in Chapter 41, Title 39, and Section 67-6528, Idaho Code.
- b. In designing and implementing construction projects, due consideration must be given to energy conservation and long-term maintenance and operation savings versus short-term capital costs.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

BOISE STATE UNIVERSITY

SUBJECT

Modification of Existing Program: new delivery method and funding structure – Bachelor of Science in Nursing, Distance Delivery, Self Support – 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 Council on Academic Affairs and Programs (CAAP) committee for its review and recommendation. If CAAP recommends approval, the proposal shall be forwarded to the Board for action. A request for a program change with an impact of greater than \$250,000 may require board approval.

DISCUSSION

Boise State University proposes to implement a self-support program taught entirely by distance methods for Registered Nurses (RNs) wishing to complete their baccalaureate degree. Boise State predicts that each year approximately 100 students with an Associate of Science in Nursing will enter the program and approximately 95 will graduate.

Boise State has historically offered an Associate of Science (AS) nursing degree accompanied by a Bachelor of Science (BS) nursing degree program. Increasingly, employers are requesting that students graduate from RN professional nursing programs with a baccalaureate degree. However, only approximately 33% of nurses are continuing at Boise State for their baccalaureate degree. Follow-up with graduates indicate work schedules are interfering with students being able to return to class. Follow-up with employers indicates reluctance on the part of unit managers to allow new graduates time off of work to return to school. Local employers and graduates are requesting a more convenient route for students to complete their BS degree.

For RNs who do not want to decrease their work hours to return to school, the required in-person meetings of BSU's present program can be problematic. In addition, the current clinical experience for the RN graduate wanting to continue for a BS degree is the same traditional clinical experience as it is for unlicensed students. Although these are outstanding experiences, there are more flexible ways that RNs can gain competency in baccalaureate level skills.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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The proposed program will offer sections of required senior classes that are taught entirely by distance methods and will restructure clinical courses so they can be completed primarily in the facility in which the RN is currently employed and/or in the community in which they live. Boise State conducted a trial of this model of class and clinical experiences in spring semester 2007 with returning RNs and it worked quite well.

There is substantial need for the proposed program because of the large number of RNs in the Treasure Valley who have associates degrees. The St. Luke's system currently employs approximately 1300 RNs of which approximately 45% have an AS degree; that is a pool over 500 RNs without a baccalaureate degree. St. Alphonsus employs over 500 RNs of which 50% have an AS degree; that is a pool of over 250 nurses without a baccalaureate degree. Both of these large facilities have indicated a desire for all of their RNs to be prepared with a BS degree. In addition, the Treasure Valley is receiving associate degree graduates from the College of Southern Idaho and Apollo College. It is also anticipated the College of Western Idaho will offer an associate degree nursing program. Therefore, there will continue to be a steady supply of associate degree prepared nurses who will benefit from the proposed baccalaureate degree completion program.

IMPACT

No appropriated funds are required for the proposed program.

	FY 2009	FY 2010	FY 2011
Expenditures			
A. Personnel	\$117,718	276,815	345,877
B. Operating Expenditures	\$48,500	58,500	58,000
C. Capital Outlay	\$10,000	10,000	10,000
D. Physical Facilities	\$7,530	41,016	71,894
E. Indirect Costs	\$0	\$0	445,771
Total Expenditures	\$143,748	\$346,331	\$445,771
Revenue			
A. Source of Funds			
1. Appropriated funds -- Reallocation	0	0	0
2. Appropriated funds -- New MCO	0	0	0
3. Federal funds	0	0	0
4. Other grants	0	0	0
5. Fees	\$143,748	\$346,331	\$445,771
6. Other:	0	0	0
Total Revenues	\$143,748	\$346,331	\$445,771
B. Nature of Funds			
1. Recurring*	0	0	0
2. Non-recurring**	\$143,748	\$346,331	\$445,771
Total Revenues	\$143,748	\$346,331	\$445,771

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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ATTACHMENTS

Attachment 1 – Notice of Intent

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Boise State University's request to offer a Bachelor of Science in Nursing Completion Program to be offered via distance delivery and with self-supported funding has been reviewed by the Council on Academic Affairs and Programs (CAAP) committee, which recommended approval on June 3, 2008. Staff notes that Idaho State University and Lewis-Clark State College also have a Bachelor of Science in Nursing Completion Program offered online. Institutions have expressed their support for BSU's request and feel there is a significant pool of RNs with Associate Degrees in the state to accommodate all three BSN Completion programs. IRSA, CAAP, and Board staff recommends approval as presented.

BOARD ACTION

A motion to approve the request by Boise State University to offer its existing Bachelor of Science in Nursing via distance delivery method using a self support funding method.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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IDAHO STATE BOARD OF EDUCATION

ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION

NOTICE OF INTENT

To initiate a

New, Expanded, Cooperative, Discontinued, program component or Off-Campus Instructional Program or Instructional/Research Unit

Institution Submitting Proposal: Boise State University

Name of College, School, or Division: College of Health Sciences

Name of Department(s) or Area(s): Nursing

Indicate if this Notice of Intent (NOI) is for an Academic or Professional Technical Program
 Academic X Professional - Technical _____

A New, Expanded, Cooperative, Contract, or Off-Campus Instructional Program or Administrative/Research Unit (circle one) leading to:

NURSING BS COMPLETION: Distance Method
 (Degree or Certificate)

Proposed Starting Date: Fall 2008

For New Programs:

Program (i.e., degree) Title & CIP 2000

For Other Activity:

- ☐ Program Component (major/minor/option/emphasis)
- ☐ Off-Campus Activity/Resident Center
- ☐ Instructional/Research Unit
- ☐ Addition/Expansion
- ☐ Discontinuance/consolidation
- ☐ Contract Program
- ☒ Other Nursing BS completion: distance methods

James T. Givari 3/19/08
 College Dean (Institution) Date

Shirley Pearson 3/19/08
 Chief Fiscal Officer (Institution) Date

Mike Anderson 3/28/08
 Chief Academic Officer (Institution) Date

Bob Kustra 3/28/08
 President Date

VP Research & Graduate Studies Date

State Administrator, SDPTE Date

Deety Sanchez, Program Specialist

Chief Academic Officer, OSBE Date

SBOE/OSBE Approval Date

Revised 8/9/06

IRSA

Page 1

TAB 2 Page 5

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

1. Briefly describe the nature of the request e.g., is this a new program (degree, program, or certificate) or program component (e.g., new, discontinued, modified, addition to an existing program or option).

We propose to implement a self-support program taught entirely by distance methods for RNs wishing to complete their baccalaureate degree. This will be accomplished by adding totally distance sections of required senior classes that are taught entirely by distance methods and by restructuring clinical courses so they can be completed primarily in the facility in which the RN is currently employed and/or in the community in which they live. We conducted a trial of this model of class and clinical experiences in spring semester 2007 with returning RNs. The student and faculty feedback was exceedingly positive. The projects that students completed were just as rigorous as the projects that were completed by unlicensed students.

2. Provide a statement of need for program or a program modification. Include student and state need, demand, and employment potential. **Attach a Scope and Sequence, SDPTE Form Attachment B, for professional-technical education requests.** (Use additional sheets if necessary.).

The Boise State University Department of Nursing has historically offered an Associate of Science (AS) nursing degree accompanied by a Bachelor of Science (BS) nursing degree program. Increasingly, employers are requesting that students graduate from RN professional nursing programs with a baccalaureate degree. In response to this need, the department implemented the "One Front Door" program to increase flexibility and increase the number of students who could work with an AS and then complete their BS degrees while working.

Six years into this new curriculum, only approximately 33% of nurses are continuing at Boise State for their baccalaureate degree. Follow-up with graduates indicate work schedules are interfering with students being able to return to class. Follow-up with employers indicates reluctance on the part of unit managers to allow new graduates time off of work to return to school. Local employers and graduates are requesting a more convenient route for students to complete their BS degree.

Currently, RNs (i.e. those with Associate Degrees) wishing to return to school at Boise State University attend senior year classes with unlicensed students working on a BS degree. Classes are offered in a hybrid format, meeting on campus 5-6 times per semester, with the remainder online. This format works well for students who are not working full-time. For RNs who do not want to decrease their work hours to return to school, the required in-person meetings can be problematic for some students. In addition, the current clinical experience for the RN graduate wanting to continue for a BS degree is the same traditional clinical experience as it is for unlicensed students. While these are outstanding experiences, there are more flexible ways that RNs can gain competency in baccalaureate level skills.

There are a large number of RNs in the Treasure Valley who have associates degrees. The St. Luke's system currently employs approximately 1300 RNs of which approximately 45% have an AS degree; that is a pool over 500 RNs without a baccalaureate degree. St. Alphonsus employs over 500 RNs of which 50% have an AS degree; that is a pool of over 250 nurses without a

baccalaureate degree. Both of these large facilities have indicated a desire for all of their RNs to be prepared with a BS degree. In addition, the Treasure Valley is receiving associate degree graduates from the College of Southern Idaho and Apollo College. It is also anticipated the College of Western Idaho will begin an associate degree nursing program. Thus, there will continue to be a steady supply of associate degree prepared nurses to support our proposed baccalaureate degree completion program for many years to come.

Online nursing baccalaureate degree completion programs are presently offered statewide by ISU and by LCSC. Although the proposed program will also be available statewide, it primarily will serve the interests of already-employed Treasure Valley students who need the flexibility and convenience provided by an online format and who have strong ties to BSU because of their previous educational experience and interactions with faculty.

3. Briefly describe how the institution will ensure the quality of the program (e.g., accreditation, professional societies, licensing boards, etc.).

The program is fully approved by the Idaho State Board of Nursing and fully accredited by the National League for Nursing Accrediting Commission.

4. Identify similar programs offered within the state of Idaho or in the region by other colleges/universities. If the proposed request is similar to another program, provide a rationale for the duplication. This may not apply to PTE programs if workforce needs within the respective region have been established.

Note: this chart depicts enrollment and graduation numbers for BS Nursing completion programs offered by distance; it does not depict numbers for programs completed via traditional methods.

Enrollment and Graduates (i.e., number of majors or other relevant data)
By Institution for the Proposed Program
Last three years beginning with the current year and the 2 previous years

Institution	Relevant Enrollment Data			Number of Graduates		
	Current	Previous Year	Previous Year	Current	Previous Year	Previous Year
BSU	0	0	0			
CSI						
EITC						
ISU	40	40	40	40	40	40
LCSC	18	0	0	0	0	0
NIC						
UI						

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	BS Nursing Online Degree Completion (proposed)	N/A	N/A
CSI			
EITC			
ISU	BS Nursing Online Degree Completion	N/A	N/A
LCSC	BS Nursing Online Degree Completion	N/A	N/A
NIC			
UI			

Presently, ISU and LCSC offer BS Nursing degree completion programs using distance methods. As with all programs offered via distance methods, the ISU and LCSC programs are available statewide, and the proposed Boise State program will also be available statewide. The creation of the proposed Boise State program will not limit the availability of the ISU and LCSC programs in any part of the state.

5. Describe how this request is consistent with the State Board of Education's policy or role and mission of the institution. (i.e., centrality).

Boise State University has a continuing emphasis in health studies. Nursing is an over-subscribed major throughout the state. Local employers in Boise are requesting more emphasis on BS completion as a way to have the majority of nurses in hospitals prepared with a BS degree in nursing.

6. Is the proposed program in the 8-year Plan? Indicate below.

Yes ____ No X

If not on 8-year plan, provide a justification for adding the program.

N/A: Not a new program.

8. Resources--Faculty/Staff/Space Needs/Capital Outlay. (Use additional sheets if necessary.):

Estimated Fiscal Impact	FY 08	FY 09	FY 10	Total
A. Expenditures				
1. Personnel	117,718	276,815	345,877	740,410
2. Operating	48,500	58,500	58,000	165,000
3. Capital Outlay	10,000	10,000	10,000	30,000
4. Facilities/other	7,530	41,016	71,894	120,440
TOTAL:	143,748	346,331	445,771	1,055,850
B. Source of Funds				
1. Appropriated-reallocation				
2. Appropriated -- New				
3. Federal				
4. Other: Fees	60,300	365,157	673,945	1,099,401
TOTAL:	60,300	365,157	673,945	1,099,401
B. Nature of Funds				
1. Recurring *	60,300	365,157	673,945	1,099,401
2. Non-recurring **				
TOTAL:	60,300	365,157	673,945	1,099,401

* Recurring is defined as ongoing operating budget for the program, which will become of the base.

** Non-recurring is defined as one-time funding in a fiscal year and not part of the base.

Note that no recurring appropriated funds will be used for this program. The program is entirely self-support.

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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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
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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

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- (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
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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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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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SUBJECT

Dual Credit Update

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.Y.3.b., Advanced Opportunities
Idaho Standards for Advanced Opportunities Programs
House Concurrent Resolution No. 48
House Bill No. 672

BACKGROUND

During the 2008 Legislative Session, the House of Representatives Education Committee introduced House Concurrent Resolution (HCR) 48, which encourages the Governor's Office, State Board of Education, State Department of Education, and colleges and universities to engage in discussion with members of Legislature regarding "challenges facing efforts to increase concurrent enrollment and proposing solutions that can become the foundation for policy discussion during the next legislative session."

Each of the public colleges and universities, in addition to Northwest Nazarene University, has a representative participating in an already formed Concurrent Enrollment Coordinator's group. They have been meeting twice a year to discuss issues and concerns relating to dual credit. Board staff participates in these meetings. The Coordinators also developed a statewide brochure to increase awareness of dual credit opportunities with institutions.

DISCUSSION

The Legislature allocated \$50,000 to the State Department of Education to create a taskforce that would develop a statewide, unified plan for the delivery of dual credit courses to Idaho high schools students. Per House Bill 672, legislators will be appointed to this taskforce, and Superintendent Luna will appoint other members, which will be comprised of representation from public school administrators, teachers and board members, institutions of higher education, the State Department of Education and the State Board of Education, and private industry. The taskforce is charged with delivering its recommendations to the Governor and the 2009 Idaho Legislature.

ATTACHMENTS

Attachment 1 – White Paper: Issues/Concerns	Page 3
Attachment 2 – Idaho's Institutions of Higher Ed Dual Credit Summary	Page 6
Attachment 3 – Idaho's Dual Credit Program Brochure	Page 15

STAFF COMMENTS AND RECOMMENDATIONS

Board staff will be working with the State Department of Education on this taskforce. They have scheduled their first Concurrent Credit Task Force meeting

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for Wednesday, July 23, 2008. The Concurrent Enrollment Coordinators have provided a report for the Board's review and information.

BOARD ACTION

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

Attachment 1

Dual Credit/Concurrent Enrollment Issues/Concerns

June 6, 2008

Selena M. Grace

Data Management Analyst/Grant Developer

Introduction

The State Board has made a commitment to improve the educational opportunities to Idaho citizens by creating a seamless system. To this end, the Board has instructed its postsecondary institutions to provide educational programs and training to their respective service regions, support and enhance regional and statewide economic development, and to collaborate with the public elementary and secondary schools. In addition to the Board's desire to prepare secondary graduates for postsecondary programs, the Board also addressed advanced opportunities programs for qualified secondary students in the Idaho State Board of Education Governing Policies and Procedures, Section III.Y. These programs have the potential for reducing the overall costs of secondary and postsecondary programs to the students and institutions.

Dual Credit, as defined in Board Policy, allows high school students to simultaneously earn credit toward a high school diploma and a postsecondary degree or certificate. Postsecondary institutions work closely with high schools to deliver college courses that are identical to those offered on the college campus. Credits earned in a dual credit class become part of the student's permanent college record. Students may enroll in dual credit programs taught at the high school or on the college campus.

Analysis

Quality of instructors:

Board Policy states: Instructors teaching college or university courses through dual credit meet academic requirements for faculty and instructors teaching in postsecondary or provisions are made to ensure instructors are capable of providing quality college-level instruction through ongoing support and professional development (Section III.Y.(FI)).

Issues/Concerns: The "or provisions are made" statement permits institutions to allow high school faculty who do not meet institutional teaching standards to teach dual credit classes. The concern is that high school teachers are teaching college level courses and they are not qualified to teach them.

Issues/Concerns: The institutions cannot find qualified instructors at the high school level. For the high school teachers who may already have a Master's degree, many of

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them have an MA in Education or Curriculum and Instruction rather than a master's degree in the content area.

Teacher/School District Incentives:

Board Policy states: Agreements have been established between the high school and the postsecondary institution to ensure instructional quality. Teacher qualifications are reviewed, professional development is provided as needed, course content and assessment expectations are reviewed, faculty assessment is discussed, students' costs are established, compensation for the teacher is identified, etc. (Section III.Y.(AE6)).

Issues/Concerns: Currently there is no uniform policy on what "compensation" a teacher or school district may receive. There is concern about high schools "pitting" the institutions against each other because one institution will pay more than another. Some institutions pay either the high school teacher or the school district adjunct salary based on the number of students in the class while other institutions may only offer a few hundred dollars and professional development courses for their high school teachers. In addition, many of the institutions are providing the text books for the high school.

Costs Associated:

Board Policy states: Costs for high schools students have been established and this information is provided to students before they enroll in a dual credit course. Students pay a reduced cost per credit that is reviewed annually by the Council on Academic Affairs and Programs (CAAP) at their April meeting to ensure the rate is comparable among institutions within the state and in comparison to adjacent states (Section III.Y.(AE5)).

Issues/Concerns: At their April 2008 meeting, CAAP agreed they were in favor of continuing the currently charged \$65 per credit hour fee. This fee is only for high school students enrolled in dual credit classes taught at the high school, and in almost all cases, taught by a high school teacher. There are several institutions who charge the reduced \$65 per credit hour fee regardless of where the class is taught or whether or not it is a high school teacher or a college professor teaching the class.

There are multiple delivery methods for dual credit classes:

- class is taught at the high school by a high school teacher;
- class is taught at the high school by a college professor;
- class is taught at the institution campus by a college professor
- class is taken via distance learning delivery methods

Depending on the delivery method, some institutions charge a part-time per credit hour fee, which varies by institution. None of the institutions charge an application fee.

Issues/Concerns: There is a burden on the academic departments. Academic departments provide classroom visitations, review applicant qualifications, review syllabi for content, provide academic oversight, help assess quality of classes, and lead professional development opportunities in the content area; all of which are unfunded.

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Terminology:

Currently, Board Policy only defines the term “Dual Credit,” and there is confusion or overlap in usage of that term with “concurrent enrollment.” The National Alliance of Concurrent Enrollment Partnerships, the national accrediting entity, uses the term “concurrent enrollment.” In addition to the inconsistency in terminology used across the state and within programs, each institution has a different name for each of their “dual credit” programs.

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Attachment 2

Idaho Institutions of Higher Ed Dual Credit Summary
January 2008

	Cost	Student/Teacher Eligibility	Student Benefits	HS Teacher Benefits	Program Set-up	Registration Process
Boise State University Fabiola Juarez-Coca 426-2281	<u>Cost to Student:</u> \$65 per credit with No application fee	<u>Student:</u> --16 years old or have completed half of their high school graduation requirements -- 3.0 G.P.A. (exceptions can be made by the high school teacher) -- Permission of parent/guardian <u>High School Teacher:</u> --The academic department approves the high school teacher to teach the course. Typically a Master's in the field is required. Or a Bachelor's in the field with 18 graduate credits.	--Student ID card --Access to Albertsons Library --Access to the First-Year writing center --Access to labs --Email account	--Staff ID Card --Access to Albertsons Library --Access to Teaching & Learning Center --Professional development opportunities from BSU academic Departments ----Campus visits w/lunch for their students. --Program provides financial classroom support in the form of books, lab supplies, and direct stipends to the instructors or the school district. --Teacher Orientation in August.	--Official name is Concurrent Enrollment Program. --- Program is housed Division of Extended Studies. --Reports directly to Mark Wheeler, Dean, and indirectly to Provost. --Two professional staff members, Director and Coordinator, and two student assistants --Focus of the program is to offer dual credit in general academic courses on the high school campus. --Work with IDLA for on-line courses	--Classes are semester and year-long. Registration takes place in the fall for year-long classes and fall semester classes. --Director and Coordinator visit each classroom where a class is offered and address the students. --High school teachers submit final grades on-line at the end of the class.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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<p>College of Southern Idaho</p> <p>John Miller 732-6280</p>	<p><u>Cost to Student:</u> \$65 per credit, including HS based, CSI campus based, and internet based classes. No application fee</p> <p><u>Cost to Institution:</u></p>	<p><u>Student:</u> --16 years old or have completed half of their high school graduation requirements</p> <p><u>High School Teacher:</u> A Masters degree in an appropriate content area; or a content related academic department at CSI approves the high school teacher after a review of vita and interview or classroom visit with the high school instructor.</p>	<p>--Access to the CSI library, counseling and advising services. --Student need-based scholarships available through the CSI Foundation and various grant opportunities.</p>	<p>--Professional development opportunities and direct mentoring from instructors in a related department at the College of Southern Idaho. --Program provides for an administrative stipend paid to dual credit instructors based on their student enrollment and the credit value attached to the class/lab activity. --Practical and administrative support through the office of Instructional Dean. --Upon request, assistance in acquiring and funding textbook and related equipment purchases.</p>	<p>Program is known as dual credit. The program is directed by the Instructional Dean for Off-Campus Education at CSI. The Dean has clerical support but no additional staff members assisting in this program.</p> <p>The program is designed to deliver dual credit opportunities in the host high school, on the CSI campus, or via the internet. CSI will serve schools out of region upon request of that school and its administration.</p> <p>Special emphasis is placed on developing dual</p>	<p>-Classes are semester and year-long. Registration takes place in the fall for fall classes and in the spring for full year or spring delivery classes. --Client high schools have regular site visits from the Instructional Dean in order to personalize dual credit delivery and to assist with registration paperwork and distance delivery issues. --High school teachers receive on-line student evaluations and submit final grades electronically at the end of the course.</p>
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				--Teacher Orientation in January and August with related departments from CSI.	credit opportunities in rural schools and forming partnerships with the IDLA for additional delivery of dual credit coursework in the virtual classroom.	
Idaho State University Barbara Bishop 282-2633	<u>Cost to Student:</u> \$65/credit for all dual credit classes; no application fee \$65 per credit for distance learning and web courses (space available with priority for degree-seeking students) \$169 per credit (part-time cost less activity fees) for on-campus courses <u>Cost to Institution:</u> Training, processing of registration and	<u>Student:</u> --16 years old or have completed half of their high school graduation requirements -- 3.0 G.P.A. (exceptions can be made by the high school teacher or counselor) -- Permission of parent/guardian <u>High School Teacher:</u> --The academic department approves the high school teacher to teach the course. Typically a Master's in the	--Student ID card --Access to Library --Access to tutors in Center for Teaching and Learning --Access to labs- with payment of computer account fee --Email account --Student rates for on-campus movies, --limited access to other student activities	----Access to Library including on-line reference subscriptions, interlibrary loans --Email account --Access to Center for Teaching & Learning --Mentoring by ISU faculty liaison assigned to each high school teacher. Mentors are paid for time and travel --Professional development opportunities from ISU academic	--Official name is Early College Program. ---Program is under Admissions, Recruitment and Continuing Ed. --Report directly to Scott Teichert, Director, and indirectly to Associate Provost of Enrollment Management and Provost. --Two professional staff members, Director and Coordinator, with clerical	--Classes are semester, trimester and year-long. Registration takes place in the fall for year-long classes and fall semester classes, in January for spring semester and at beginning of each trimester. --Director and/or Coordinator visit each classroom where a class is offered and the students --students submit course evaluations to department

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	billing, travel to high schools by Director and Coordinator as well as faculty liaisons for high school visits, administrative costs, stipend for high school instructors and compensation for faculty liaisons	field is required. Bachelor's degree in the field with either a Master's in Education or a combination of graduate credits and extensive experience teaching honors/advanced courses for approval in some departments. Interview done in some cases to determine if approval can be granted.		departments ----Campus visits to library, cadaver lab, language lab, etc. w/lunch for their students --Program provides direct stipends to the instructors --new professional development workshop in statistics offered for summer 07 and 08 and workshops in other disciplines being developed	support --Primary focus of the program is to offer dual credit in general academic courses on the high school campus. Also offer concurrent enrollment in distance learning, on-line, and on-campus courses	--High school teachers submit final grades on grade report forms at end of class
Lewis-Clark State College Christine Pharr 792-2325	<u>Cost to Student:</u> \$65 per credit with No application fee <u>Cost to Institution:</u> - Payment to high school teachers - Payment to college faculty mentors - tuition vouchers	<u>Student:</u> --16 years old or have completed half of their high school graduation requirements <u>High School Teacher:</u> --The academic department approves the high school teacher to teach the course. Typically a	--A jump start on a college education through transcribed potentially transferable college credits. --An incentive to continue with education beyond high school through this successful experience.	Opportunity to teach an advanced high school course An opportunity for professional development in their content area and interaction with college faculty Orientation event at the	Students received dual credit by taking classes at the high schools (Concurrent Enrollment) for the most part. Fewer than 10 usually come on campus to take classes and a couple take on-line courses directly from the	Classes are semester and year-long. The SS coordinator visits each classroom where a class is offered and addresses and registers the students. College faculty regularly interact with the High school teachers

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	- professional development for high school teachers	Master's in the field is required. Or a Bachelor's in the field with 18 graduate credits in the content area. Credentials must be the same as faculty who teach on campus.		college	college. The program is operated by Student Services staff with faculty and course approval and professional development through the Dean of Academic Programs Program. There are no staff dedicated to Concurrent Enrollment.	to assure consistency of course content. --High school teachers or Instructors of record from the college submit final grades on-line at the end of the class.
North Idaho College Steve Casey 769-3229	\$65 per credit This fee is consistent for all dual credit classes whether on campus, at the high school, on line or via IVC. A \$10 fee is charged for internet classes No application fee is charged.	<u>STUDENT:</u> --16 yrs old or have completed half of their high school graduation requirements --3.00 GPA is recommended; exceptions approved by the counselor and Dual Credit Coordinator <u>TEACHER:</u> --a Master's degree in the field	-NIC student ID card -Access to the library, computer lab and writing center -Admission to athletic events -Access to advising services -Tutoring services	-Considered adjunct teachers -Access to library and computer lab -Professional Development opportunities -Paid an administrative stipend per credit	-Program is referred to as WINGS -Program is under the direction of the Office of Instruction -Reports directly to Robert Murray, Dean of General Studies and indirectly to Kathy Christie, VP of Instruction -Focus of the	-Classes are year long and semester -registration takes place in the fall and the spring -Visitations are made to the outlying centers in the fall and spring -Community forums are scheduled in the fall and spring

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		is preferred --in the absence of a master's degree a review of qualifications is initiated by the Dean of General Studies and the Division Chair			program is to increase the availability of dual credit in all venues-	-In the spring high school counselors are invited to the campus for lunch to review changes and process
Northwest Nazarene University Dennis Waller 467-8257	\$65 per credit No application fee	Student: --Normally reserved for qualified juniors and seniors, depending on the course. Others admitted with special permission.	--Free transcripts --Access to Riley Library as a community member --Campus Visits --Participation in campus academic opportunities	--Staff ID card --Access to Riley library --Campus visits --Partnership with NNU dept. faculty Collaboration with other concurrent credit instructors --Support allocation for concurrent course materials or instructor professional development -Professional development opportunities	Official name: --Concurrent Credit Program --Housed in Extended University Services --Two full-time and one part-time staff --Program focus is NNU general education credit in college level high school courses --Offer concurrent credit in online high schools	--Classes are semester and year-long. Registration takes place in the fall for year-long classes and fall semester classes. NNU staff conducts registration in the high school classroom --Students have the option of online registration and tuition payment --High school teachers submit final grades on-line at the end of the class. Students receive an official letter grade from NNU

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<p>University of Idaho</p> <p>Cynthia Leonhart 885-6128</p>	<p><u>Cost to student:</u> \$65/credit for all dual credit classes; no application fee</p>	<p><u>Student:</u> Follow SBOE regulations: 16 years or half of high school graduation requirements, permission of high school and parent/guardian</p> <p><u>High School Teacher:</u> Departments may require Masters in discipline or Masters work, for some departments high school teacher may have ME in content area or be working with department on content related courses</p>	<p>Access to library, advising, WebCT, Blackboard, student computing lab ,on-line transcript, view grades and fees</p>	<p>May be granted affiliate faculty status with privileges of faculty including on-line grading, access to UI facilities including library, recreation facility (for fee)</p> <p>Remuneration for credits taught sent to school district New series of professional development programs (in development)</p>	<p>Dual Credit Program is part of Enrollment Management with one staff member partially assigned to program</p> <p>Program offers courses on UI campuses, in high schools and through on-line offerings</p>	<p>Classes are semester and year-long with student registrations conducted both fall and spring</p> <p>All instructors use electronic grading</p> <p>All students are asked to assess course and instructor using an on-line form</p>
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Idaho College Admission Core

Below is a list of the recommended classes a high school student should complete while in high school to help them prepare for the rigors of college. Many of these courses can be taken for both high school and college credit while a student is still in high school.

English8 semesters
Composition, Literature

Social Science5 semesters
American Government, Geography, US History, World History, Economics, Philosophy, Psychology, Sociology

Mathematics6 semesters
Applied Math I, Applied Math II, Algebra I, Algebra II, Geometry, Analytic Geometry, Calculus, Statistics, Trigonometry. At least 4 semesters must be taken in Grades 10 through 12.

Natural Science6 semesters
Anatomy, Biology, Chemistry, Earth Science, Geology, Physiology, Physical Science, Physics, Zoology. Selected applied science courses may count for up to 2 semesters. At least 2 semesters must be for courses which include a laboratory science experience.

Humanities/Foreign Language2 semesters
Literature, History, Philosophy, Foreign Language, and related study of 2 semesters or more of the traditional humanities disciplines.

Other College Preparation3 semesters
Speech, Studio/Performing Arts (Art, Dance, Drama, Music), additional Foreign Language. Up to 2 semesters of approved vocational courses may apply; consult your high school counselor.

The purpose of this brochure is to provide information regarding dual credit programs in Idaho.

Idaho dual credit partnerships is a collaborative effort between colleges/universities and school districts.

About Dual Credit Opportunities

- College/university classes are taught in a variety of methods and offered throughout the day to serve the students. Classes are typically offered in the high schools during the regular school day, as well as on the college campus and through interactive video or on-line
- Courses are taught by high school teachers who have been pre-qualified by the college/university academic departments and meet adjunct-status hiring requirements
- Courses must be listed in the college/university catalog and apply toward a college/university degree and may apply towards high school graduation
- Students registering for dual credit classes generate a regular college transcript
- Students should be 16 years old or have successfully completed at least half of their high school requirements
- College/university monitor and support the quality of instruction

Idaho Dual Credit Program



Participating Schools

BOISE STATE
UNIVERSITY



College of Southern Idaho

Idaho State
UNIVERSITY

Lewis-Clark
STATE
COLLEGE
Connecting Learning to Life



North Idaho College

Northwest
Nazarene
University
Great minds. Great hearts. Great futures.

University of Idaho
A LEGACY OF LEADING

College Credit For High School Students Through Dual Credit

Created by the Idaho Legislature in 1997, dual credit is an opportunity to earn college credit by enrolling in college classes offered through a partnership between Idaho's colleges, universities and high schools.

Program Profile

Dual credit is a collaborative partnership between Idaho's colleges/universities with high schools to provide college courses for high school students. The high school instructors partner with college/university academic departments to deliver college-level courses. This program provides an opportunity for high school students to receive both high school and college credits for pre-approved courses. Most universities allow the high school students access to their library for research, a student ID card, and access to events on campus. Students receive a letter grade based on work completed during the duration of the class which will be reflected on a college transcript. Credits are transferable to all Idaho colleges/universities, and most other institutions outside the state.

Students are also able to take classes on-line, via distance education, as well as on the college/university campus.

Teachers & Students Say . . .

"Taking dual credit classes benefits me greatly because it has helped me start my college career early. It also gives me a glance at the college curriculum, so I know what to expect next year."

Caitlyn Robbins, Pocatello High School, English 101 student,

"I do see students take a certain pride when they are taking a college level class in high school. I

especially see that in Calculus II, and that pride transfers into their ability to work harder and enjoy the class through their hard work."

David Gural, Eagle High School, Calculus I & II Dual Credit Instructor

"High achievers in high school need to be challenged beyond what is 'good enough' to make the grade. When they are expected to write and think like college students, their attitude changes. No longer are they cruising through high school. They're reaching for excellence, and they've got the credits to show for it."

Melinda Lathrop, Homedale High School English Instructor-Dual Credit



"Dual credit classes were very beneficial because I was able to get ahead in my major by taking other classes. It was

nice starting college with three classes already out of the way."

Taylor McConnell, Lewiston High School, Education student

Program Benefits

- **Increased enthusiasm and motivation among students and teachers**
- **Enhances ability and skills to do college work and aids students in gaining confidence for college success**
- **Brings college/university faculty and high school teachers together to share methods, ideas and experiences that benefit the students**

Participating Idaho Colleges and Universities Contact Information

• **Boise State University**
Name: Kristi Lakatos
Phone: 208-426-3294
www.boisestate.edu/concurrent_enrollment

• **College of Southern Idaho**
Name: John Miller
Phone: 208-732-6280
<http://www.csi.edu/dualcredit/>

• **Idaho State University**
Name: Barbara Bishop
Phone: 208-282-6067
<http://earlycollege.isu.edu>

• **Lewis-Clark State College**
Name: Kim Wolf
Phone: 208-792-2378
<http://www.lcsc.edu/Admissions/acl/home.htm>

• **North Idaho College**
Name: Steve Casey
Phone: 208-769-3229
<http://www.nic.edu>

• **Northwest Nazarene University**
Name: Cindy Roberts
Phone: 208-467-8373
<http://www.nnu.edu/concurrentcredit>

• **University of Idaho**
Name: Cynthia Leonhart
Phone: 208-885-6128
<http://www.uidaho.edu/dualcredit>



Important Facts

Transferability of Credits

Dual credit courses are accepted by all Idaho institutions of higher education and most institutions outside the state. Idaho's colleges/universities are accredited by the Northwest Commission of Schools and Colleges. Students are encouraged to consult with the institution of their choice regarding the transferability of credits earned.

To request official transcript information go to the individual institution's web site.

Registration Process for Dual Credit Courses

Registration takes place in the fall and spring semesters for dual credit courses. The students are enrolled in the classes using the high school's calendar. Students taking classes on the institution's campus or via distance learning follow the application process for each college/university. Visit their web site for more information.

Cost

For dual credit courses offered at the high school campus the statewide cost is \$65 per credit.

Useful Websites

- Idaho State Board of Education: www.boardofed.idaho.gov
- Idaho State Department of Education: www.sde.idaho.gov

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

Revised December 2005

Y. Advanced Opportunities

1. Coverage

Boise State University, Idaho State University, Lewis-Clark State College, and the University of Idaho are covered by these policies. North Idaho College, the College of Southern Idaho and Eastern Idaho Technical College are also covered since post-secondary programs intended for transfer come under the purview of the Board.

2. Purpose

The State Board of Education has made a commitment to improve the educational opportunities to Idaho citizens by creating a seamless system. To this end, the Board has instructed its postsecondary institutions to provide educational programs and training to their respective service regions, support and enhance regional and statewide economic development, and to collaborate with the public elementary and secondary schools. In addition to the Board's desire to prepare secondary graduates for postsecondary programs, the Board is also addressing advanced opportunities programs for qualified secondary students. These programs have the potential for reducing the overall costs of secondary and post-secondary programs to the students and institutions.

The primary intent of the Board is to develop a policy for advanced opportunities programs for secondary students, which would:

- a. Enhance their post-secondary goals;
- b. Reduce duplication and provide for an easy transition between secondary and post-secondary education; and
- c. Reduce the overall cost of educational services and training.

3. Definitions

There are many different advanced opportunities programs students may access to receive post-secondary credit for education completed while enrolled in the secondary system. Examples include Advanced Placement® (AP), dual credit courses that are taken either in the high school or on the college campus, Tech Prep, etc. For the purpose of this policy the State Board of Education recognizes four different types of advanced opportunities programs depending upon the delivery site and faculty. They are: Advanced Placement®, dual credit, tech prep and the International Baccalaureate program.

a. Advanced Placement® (AP)

The Advanced Placement® Program is administered by the College Board. AP students may take one or more college level courses in a variety of subjects. AP courses are not tied to a specific college curriculum, but rather follow national College Board curricula. While taking the AP exam is optional, students earn college credit by scoring well on the national exams. It is up to the discretion of the individual colleges to accept the scores from the AP exams to award college credit or advanced standing.

b. Dual Credit

Dual credit allows high school students to simultaneously earn credit toward a high school diploma and a postsecondary degree or certificate. Postsecondary institutions work closely with high schools to deliver college courses that are identical to those offered on the college campus. Credits earned in a dual credit class become part of the student's permanent college record. Students may enroll in dual credit programs taught at the high school or on the college campus.

c. Tech Prep

Tech Prep is a sequenced program of study that combines at least two years of secondary and two years of postsecondary education. It is designed to help students gain academic knowledge and technical skills, and often earn college credit for their secondary coursework. Programs are intended to lead to an associate's degree or a certificate in a specific career field, and ultimately, to high wage, high skill employment or advanced postsecondary training.

d. International Baccalaureate (IB)

Administered by the International Baccalaureate Organization, the IB program provides a comprehensive liberal arts course of study for students in their junior and senior years of high school. IB students take end-of-course exams that may qualify for college-credit. Successful completion of the full course of study leads to an IB diploma.

Original Source: <http://www.ed.gov/print/about/offices/list/ovae/pi/cclo/cbtrans/factsheets.html>
Edits by the Advanced Opportunities Subcommittee, OSBE, and CAAP. Revised April 12, 2005.

4. Idaho Programs Standards for Advanced Opportunities Programs

The standards were designed as a resource to help school districts, colleges and universities plan, implement, and evaluate high quality advanced opportunities programs for high school students prior to graduation. The standards ensure acceptance of college credit among the post secondary institutions in Idaho and out-of-state institutions accredited by one of the six regional associations.

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The standards were developed by the Advanced Opportunities Subcommittee, which was one of two subcommittees organized under the auspices of the Accelerated Learning and Preparation for Postsecondary Education Task Force appointed by the Idaho State Board of Education in January 2005.

All advanced opportunities programs in the state of Idaho shall be developed and managed in accordance with these standards and the standards will be in effect until revisions are instituted and approved by the Board. The Idaho Standards for Advanced Opportunities Programs are available from the Idaho State Board of Education. Information about the International Baccalaureate program is available at their website.

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REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

Idaho Standards for Advanced Opportunities Programs

Dual Credit
The College Board's Advanced Placement®
Tech-Prep
The International Baccalaureate

Developed by the Advanced Opportunities Subcommittee, Spring 2005

Under the auspices of the Idaho State Board of Education's

Accelerated Learning

and

Preparation for Postsecondary Education Task Force

The Idaho Standards are based
on the
National Concurrent Enrollment Partnership Standards
developed by
The National Alliance of Concurrent Enrollment Partnerships (NACEP)
Adopted April 2002, used by permission

June 2005

**Accelerated Learning and
Preparation for Postsecondary Education Task Force**

Membership and Subcommittees

Post Secondary Readiness Subcommittee

Rod Lewis, Board President
Sue Thilo, Chair and Board Member
Marilyn Howard, Superintendent/Board Member
Christine Ivie, State Board Staff
Jim Soper, District Administrator
Cindy Sisson, Curriculum Coordinator
Dean Jones, District Administrator
Pat White, St. Dept. Ed.
Parra Byron, Governor's Office
Mark Wheeler, Boise St. Univ.

Advanced Opportunities
Subcommittee

Karen McGee, Board Member
Laird Stone, Board Member
Valerie Schorzman, St. Dept. Ed.
Elaine Asmus, Teacher
Jerry Gee, North Idaho College
Dan Peterson, Prof. Tech. Div.
Sona Andrews, Boise St. Univ.

Marilyn Davis, State Board and support staff for the committee

Board Approval

The Idaho Standards for Advanced Opportunities, as approved on August 11, 2005, are integrated into Board Policy Section III. Y. Advanced Opportunities. Any revisions to the standards or this document must be approved by the Board prior to implementation.

Subcommittee Overview

The purpose of the Advanced Opportunities Subcommittee was to review what types of programs are available to students who want to earn college credit prior to high school graduation. The committee was also charged with making recommendations to increase opportunities for students and to expand the number of students who take advantage of high quality accelerated learning programs such as Advanced Placement®, dual credit and International Baccalaureate programs.

Subcommittee Goals:

- 1. Establish cost effective, high quality programs for students to take advantage of advanced educational opportunities before they graduate from high school.**
2. Provide equal access for all students regardless of where they reside.

Definitions

The following definitions were adopted by the subcommittee to identify what types of advanced learning opportunities are available to Idaho students before they graduate from high school.

Advanced Placement® (AP) - <http://www.collegeboard.com>

The Advanced Placement Program is administered by the College Board. AP students may take one or more college level courses in a variety of subjects. AP courses are not tied to a specific college curriculum, but rather follow national College Board curricula. While taking the AP exam is optional, students can earn college credit by scoring well on the national exams. It is up to the discretion of the receiving college to accept the scores from the AP exams to award college credit or advanced standing.

Dual Credit

Dual credit allows high school students to simultaneously earn credit toward a high school diploma and a postsecondary degree or certificate. Postsecondary institutions work closely with high schools to deliver college courses that are identical to those offered on the college campus. Credits earned in a dual credit class become part of the student's permanent college record. Students may enroll in dual credit programs taught at the high school or on the college campus.

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Tech Prep

Tech Prep is a sequenced program of study that combines at least two years of secondary and two years of postsecondary education. It is designed to help students gain academic knowledge and technical skills, and often earn college credit for their secondary coursework. Programs are intended to lead to an associate's degree or a certificate in a specific career field, and ultimately, to high wage, high skill employment or advanced postsecondary training.

International Baccalaureate (IB) - <http://www.ibo.org/ibo/index.cfm>

Administered by the International Baccalaureate Organization, the IB program provides a comprehensive liberal arts course of study for students in their junior and senior years of high school. IB students take end-of-course exams that may qualify for college-credit. Successful completion of the full course of study leads to an IB diploma.

(Original Source: <http://www.ed.gov/print/about/offices/list/ovae/pi/cclo/cbtrans/factsheets.html>)

(Edits by the Advanced Opportunities Subcommittee, Office of the Idaho State Board of Education, April 2005)

Advanced Opportunities Program Standards

The Idaho Standards were designed to help school districts, colleges and universities plan, implement, and evaluate high quality advanced opportunities programs offered to high school students before they graduate. The standards are also designed to ensure acceptance of college credit among the postsecondary institutions in Idaho and out-of-state institutions accredited by one of the six regional associations. All advanced opportunities programs in the state of Idaho shall be developed and managed in accordance with these standards and the standards will be in effect until revisions are instituted and approved by the Board.

Dual Credit Standards for Students Enrolled in Courses Taught at the High School

Curriculum

Curriculum 1 (C1)	Courses administered through a dual credit program are catalogued courses and approved through the regular course approval process of the postsecondary institution. These courses have the same departmental designation, number, title, and credits; additionally these courses adhere to the same course description and course content as the postsecondary course
Curriculum 2 (C2)	Postsecondary courses administered through a dual credit program are recorded on students' official academic record of the postsecondary institution.
Curriculum 3 (C3)	Postsecondary courses administered through a dual credit program reflect the pedagogical, theoretical and philosophical orientation of the sponsoring faculty and/or academic department at the postsecondary institution

Faculty

Faculty 1 (F1)	Instructors teaching college or university courses through dual credit meet the academic requirements for faculty and instructors teaching in postsecondary or provisions are made to ensure instructors are capable of providing quality college-level instruction through ongoing support and professional development.
Faculty 2 (F2)	The postsecondary institution provides high school instructors with training and orientation in course curriculum, student assessment criteria, course philosophy, and dual credit administrative requirements before certifying the instructors to teach the college/university's courses.
Faculty 3 (F3)	Instructors teaching dual credit courses are part of a continuing collegial interaction, through professional development, such as seminars, site visits, and ongoing communication with the postsecondary institutions' faculty and dual credit administration. This interaction addresses issues such as course content, course delivery, assessment, evaluation, and professional development in the field of study.
Faculty 4 (F4)	High school faculty are evaluated by using the same classroom performance standards and processes used to evaluate college faculty.

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Students

Students 1 (S1)	High school students enrolled in courses administered through a dual credit are officially registered or admitted as degree-seeking, non-degree or non-matriculated students of the sponsoring post-secondary institution.
Students 2 (S2)	High school students are provided with a student guide that outlines their responsibilities as well as guidelines for the transfer of credit.
Students 3 (S3)	Students and their parents receive information about dual credit programs. Information is posted on the high school's website regarding enrollment, costs, contact information at the high school and the postsecondary institution, grading, expectations of student conduct, and other pertinent information to help the parents and students understand the nature of a dual credit course.
Students 4 (S4)	Admission requirements have been established for dual credit courses and criteria have been established to define "student ability to benefit" from a dual credit program such as having junior standing or other criteria that are established by the school district, the institution, and state board policy.
Students 5 (S5)	Prior to enrolling in a dual credit course, provisions are set up for awarding high school credit, college credit or dual credit. During enrollment, the student declares what type of credit they are seeking (high school only, college only or both high school and college credit). Students are awarded academic credit if they successfully complete all of the course requirements.

Assessment

Assessment 1 (A1)	Dual credit students are held to the same course content standards and standards of achievement as those expected of students in postsecondary courses.
Assessment 2 (A2)	Every course offered through a dual credit program is annually reviewed by postsecondary faculty from that discipline and dual credit teachers/staff to assure that grading standards meet those in on-campus sections.
Assessment 3 (A3)	Dual credit students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.

Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	The dual credit program practices are assessed and evaluated based on criteria established by the school, institution and state board to include at least the following: course evaluations by dual credit students, follow-up of the dual credit graduates who are college or university freshmen, and a review of instructional practices at the high school to ensure program quality.
Admin & Evaluation 2 (AE2)	Every course offered through a dual credit program is annually reviewed by faculty from that discipline and dual credit staff to assure that grading standards meet those in postsecondary sections.
Admin & Evaluation 3 (AE3)	Dual credit students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.
Admin & Evaluation 4 (AE4)	A data collection system has been established based on criteria established by the high school, institution and state board to track dual credit students to provide data regarding the impact of dual credit programs in relation to college entrance, retention, matriculation from high school and college, impact on college entrance tests, etc. A study is conducted every 5 years on dual credit graduates who are freshmen and sophomores in a college or university.

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Admin & Evaluation 5 (AE 5)	Costs for high schools students have been established and this information is provided to students before they enroll in a dual credit course. Students pay a reduced cost per credit that is reviewed annually by the Council on Academic Affairs and Programs (CAAP) at their April meeting to ensure the rate is comparable among institutions within the state and in comparison to adjacent states.
Admin & Evaluation 6 (AE 6)	Agreements have been established between the high school and the postsecondary institution to ensure instructional quality. Teacher qualifications are reviewed, professional development is provided as needed, course content and assessment expectations are reviewed, faculty assessment is discussed, students costs are established, compensation for the teacher is identified, etc.
Admin & Evaluation 7 (AE 7)	Postsecondary institutions have carefully evaluated how to provide services to all students regardless of where a student is located.

Dual Credit Standards for Students Enrolled in Courses at the College/University Campus

A.	The student is admitted by the postsecondary institution as a non-matriculating student.
B.	The student is charged the part-time credit hour fee or tuition and additional fees as established by the institution.
C.	Instructional costs are borne by the postsecondary institution.
D.	Four (4) semester college credits are typically equivalent to at least one (1) full year of high school credit in that subject.
E.	In compliance with Idaho Code 33-5104, prior to enrolling, the student and the student's parent/guardian must sign and submit a counseling form, provided by the school district, that outlines the provisions of the section of this Code. The counseling form includes written permission from the student's parent/guardian, and principal or counselor.
F.	<p>Any high school student may make application to one of the public postsecondary institutions provided all of the following requirements are met:</p> <p style="padding-left: 40px;">In compliance with Idaho Code 33-202, the student has reached the minimum age of 16 years or has successfully completed at least one-half of the high school graduation requirements as certified by the high school.</p> <p style="padding-left: 40px;">Submission of the appropriate institutional application material for admission. Written notification of acceptance to the institution will be provided to the student after he or she submits the appropriate application</p> <p style="padding-left: 40px;">If required by institutional policy, a student must obtain approval of the college or university instructor to enroll in a course.</p> <p style="padding-left: 40px;">Those high school students meeting the above requirements will be permitted to enroll on a part-time basis for a maximum of 7 credits or two courses per semester or on a full-time basis taking at least 8 credits per semester.</p>
G.	Students seeking admission who do not meet the above requirements may petition the institution's admission committee for consideration. Students enrolled in a public school may seek admission to enroll by submitting a petition to the high school principal's office and to the admission's office of the postsecondary institution.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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Advanced Placement Standards

Advanced Placement (AP) courses are taught by high school teachers following the curricular goals administered by The College Board (collegeboard.com/ap/). These college level courses are academically rigorous and conclude with the optional comprehensive AP exam in May. Students taking AP courses accept the challenge of a rigorous academic curriculum, with the expectation of completing the complex assignments associated with the course and challenging the comprehensive AP exam. The AP Examination is a national assessment, based on the AP curriculum, given in each subject area on a specified day at a specified time, as outlined by the College Board. Students and parents are responsible for researching the AP policy of the postsecondary institution the student may wish to attend. College/university credit is based on the successful completion of the AP exam.

Curriculum

Curriculum 1 (C1)	Postsecondary institutions evaluate AP scores and reward credit reflecting the pedagogical, theoretical, and philosophical orientation of the sponsoring faculty and/or academic department at the institution.
Curriculum 2 (C2)	High school credit is given for enrollment and successful completion of an AP class.

Faculty

Faculty 1 (F1)	AP teachers shall follow the curricular materials and goals outlined by The College Board.
Faculty 2 (F2)	The AP teacher may attend an AP Institute before teaching the course.

Students/Parents

Students 1 (S1)	A fee schedule has been established for the AP exam. Students and their parents pay the fee unless other arrangements have been made by the high school.
Students 2 (S2)	Information must be available from the high school counselor, AP coordinator or other faculty members regarding admission, course content, costs, high school credit offered and student responsibility.

Assessment

Assessment 1 (A1)	Students are assessed for high school credit according to the requirements determined by the high school.
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Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	To evaluate the success of the programs and to improve services, the school district must annually review the data provided by The College Board.
Admin & Evaluation 2 (AE2)	The school district must carefully evaluate how to provide services to all students, regardless of family income, ethnicity, disability, or location of educational setting.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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Tech Prep Standards

Professional-Technical Education in Idaho is delivered through comprehensive high schools, professional-technical schools, and the technical college system. An approved articulation agreement allows the student to earn postsecondary credit while in a secondary school that leads to a specific postsecondary two-year certificate, degree, or apprenticeship.

Curriculum

Curriculum 1 (C1)	Articulated agreements must include a curriculum outline that lists at least two years of secondary and two or more years of postsecondary professional-technical courses in an unduplicated sequence with a common core of required proficiency.
Curriculum 2 (C2)	The curriculum must identify student competencies in math, science, and communication including applied academics and work-site learning experiences in a coherent sequence of courses.
Curriculum 3 (C3)	Secondary and postsecondary educators must agree on the common core of required proficiency and agree to meet that proficiency in the program.
Curriculum 4 (C4)	Tech Prep program proposals must provide equal access to members of special populations.

Faculty

Faculty 1 (F1)	Secondary and postsecondary educators must hold appropriate certification in the program area for which articulated credit is to be awarded.
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Students/Parents

Students 1 (S1)	To receive articulated credit, students must apply for and must be accepted into the program.
Students 2 (S2)	Information must be available from the high school counselor, Tech Prep Coordinator or other faculty members regarding admission, course content, costs, credit offered and student responsibility.
Students 3 (S3)	The students are assessed for high school and postsecondary credit according to the requirements of the articulation agreement determined by the high school and the articulated institution.

Assessment

Assessment 1 (A1)	Approved end-of-course assessments must be administered to senior students enrolled in a Professional-Technical School who have completed the required sequence of instruction.
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Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	School districts and postsecondary technical colleges make up the Tech Prep Consortia. Each consortium elects an Executive Council. The Tech Prep program is administered through six consortia and each of the technical colleges serves as the fiscal agent.
Admin & Evaluation 2 (AE2)	Each Tech Prep articulated agreement must be reviewed annually.

International Baccalaureate Program Standards

The International Baccalaureate Organization (IBO) is a recognized leader in the field of international education. The program is managed by a non-foundation that works with 1,579 schools of July 2005. The foundation offers three challenging levels of instruction in 121 countries to approximately 200,000 students. Student may enroll in a high school diploma program or access instruction at the middle school level or in the elementary grades. Information is available on the organization's website at: <http://www.ibo.org/ibo/index.cfm>.

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REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

IN THE HOUSE OF REPRESENTATIVES
HOUSE CONCURRENT RESOLUTION NO. 48
BY EDUCATION COMMITTEE

1 A CONCURRENT RESOLUTION

2 STATING FINDINGS OF THE LEGISLATURE AND ENCOURAGING DISCUSSIONS REGARDING THE
3 CHALLENGES FACING EFFORTS TO INCREASE CONCURRENT ENROLLMENT AND PROPOSING
4 SOLUTIONS THAT CAN BECOME THE FOUNDATION FOR POLICY DISCUSSIONS DURING THE
5 FIRST REGULAR SESSION OF THE SIXTIETH IDAHO LEGISLATURE.

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

7 WHEREAS, concurrent enrollment is being widely discussed within Idaho; and
8 WHEREAS, concurrent enrollment is entering a rapid growth phase throughout
9 the state and attracting greater interest among high school students because
10 it allows them to accelerate their education and become better prepared for
11 postsecondary education; and

12 WHEREAS, high school students who take college level classes are more
13 likely to succeed at the college and university level or in professional-
14 technical courses; and

15 WHEREAS, concurrent enrollment opportunities are increasing and concurrent
16 enrollment is being offered by most colleges and universities within the
17 state; and

18 WHEREAS, concurrent enrollment could actually reduce educational costs to
19 the taxpayers and reduce college and university expenses for families of the
20 state of Idaho; and

21 WHEREAS, the Governor of the state of Idaho, the House of Representatives
22 and Senate Education standing committees, the State Board of Education, the
23 Department of Education, the Joint Finance-Appropriations Committee and state
24 colleges and universities all see the value of increasing concurrent enroll-
25 ment; and

26 WHEREAS, a clear vision of how to proceed has not yet developed among the
27 different stakeholders; and

28 WHEREAS, questions remain unanswered concerning: from where funding for
29 concurrent enrollment should come, and how to offer more classes to more stu-
30 dents in more high schools.

31 NOW, THEREFORE, BE IT RESOLVED by the members of the Second Regular Ses-
32 sion of the Fifty-ninth Idaho Legislature, the House of Representatives and
33 the Senate concurring therein, that we encourage the Governor of the state of
34 Idaho, the State Board of Education, the Department of Education, state col-
35 leges and universities and other interested parties to join members of the
36 Legislature in discussions regarding the challenges facing efforts to
increase

37 concurrent enrollment and proposing solutions that can become the foundation
38 for policy discussions during the First Regular Session of the Sixtieth Idaho
39 Legislature.

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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. 672
BY APPROPRIATIONS COMMITTEE

1 AN ACT
2 RELATING TO THE APPROPRIATION FOR THE PUBLIC SCHOOLS DIVISION OF CHILDREN'S
3 PROGRAMS; PROVIDING A DESCRIPTION OF THE PUBLIC SCHOOLS DIVISION OF
4 CHILDREN'S PROGRAMS AND PROVIDING THE AMOUNTS TO BE EXPENDED; APPROPRIAT-
5 ING GENERAL FUND MONEYS FOR TRANSFER TO THE PUBLIC SCHOOL INCOME FUND;
6 APPROPRIATING MONEYS TO THE EDUCATIONAL SUPPORT PROGRAM/DIVISION OF
7 CHILDREN'S PROGRAMS FOR FISCAL YEAR 2009; DIRECTING THAT \$7,000,000 OF THE
8 MONEYS ACCRUING PURSUANT TO SECTIONS 63-2506 AND 63-2552A, IDAHO CODE, AND
9 SUCH OTHER MONEYS WHICH MAY BECOME AVAILABLE PURSUANT TO SECTION 63-7439,
10 IDAHO CODE, BE EXPENDED FOR THE IDAHO SAFE AND DRUG-FREE SCHOOLS PROGRAM;
11 DIRECTING THE DISTRIBUTION OF FUNDS FOR THE IDAHO SAFE AND DRUG-FREE
12 SCHOOLS PROGRAM; EXPRESSING LEGISLATIVE INTENT WITH REGARD TO FEATURES OF
13 THE IDAHO SAFE AND DRUG-FREE SCHOOLS PROGRAM; DIRECTING THAT \$2,800,000 BE
14 USED FOR THE LITERACY PROGRAMS AND EXPRESSING LEGISLATIVE INTENT THAT THE
15 STATE DEPARTMENT OF EDUCATION AND THE STATE BOARD OF EDUCATION COORDINATE
16 CERTAIN PROGRAMS; DIRECTING THAT \$3,972,500 BE ALLOCATED TO IMPLEMENT AN
17 EARLY MATH EDUCATION PROGRAM; DIRECTING THAT \$6,040,000 BE ALLOCATED FOR
18 PROGRAMS FOR STUDENTS WITH NON-ENGLISH OR LIMITED-ENGLISH PROFICIENCY;
19 DIRECTING THAT \$5,000,000 BE DISTRIBUTED TO PROVIDE REMEDIAL IDAHO STAN-
20 DARDS ACHIEVEMENT TEST EDUCATION AND COMPUTERIZED PLATO REMEDIATION SER-
21 VICES FOR CERTAIN STUDENTS AND REQUIRING A LOCAL EXPENDITURE MATCH;
22 DIRECTING THE IDAHO DIGITAL LEARNING ACADEMY TO UTILIZE STATE FUNDS TO
23 ACHIEVE CERTAIN GOALS; DIRECTING THAT \$50,000 BE USED TO STUDY AND DEVELOP
24 CONCURRENT SECONDARY/POSTSECONDARY COURSES; AND GRANTING AUTHORITY TO
25 TRANSFER FUNDS BETWEEN THE FIVE DIVISIONS OF THE EDUCATIONAL SUPPORT PRO-
26 GRAM BUDGET.
27 Be It Enacted by the Legislature of the State of Idaho:
28 SECTION 1. The Public Schools Division of Children's Programs includes
29 programs that provide direct educational or material benefits to children,
30 where funding does not primarily go to paying certificated teachers and admin-
31 istrators. It also includes programs that primarily and specifically provide
32 funding for the separate instruction of identified subgroups of children
33 out-
34 side the normal classroom of an Idaho public school. The following amount
35 shall be expended from the listed sources for the Public Schools Division of
36 Children's Programs for the period July 1, 2008, through June 30, 2009:
37 FROM:
38 General Fund \$ 28,526,300
39 Cigarette/Tobacco and Lottery Income Taxes 7,000,000
40 Federal Grant Fund **134,923,100**
41 TOTAL \$170,449,400
42 SECTION 2. There is hereby appropriated the following amount to be trans-
43 ferred to the Public School Income Fund for the period July 1, 2008, through
44 June 30, 2009:

2

1 FROM:

2 General Fund \$28,526,300

3 SECTION 3. There is hereby appropriated to the Educational Support

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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4 Program/Division of Children's Programs, pursuant to law and the provisions
5 of

6 this act, the following amount to be expended from the listed funds for the
7 period July 1, 2008, through June 30, 2009:

8 FROM:

9 Public School Income Fund \$ 35,526,300

10 Federal Grant Fund **134,923,100**

11 TOTAL \$170,449,400

12 SECTION 4. Of the moneys appropriated in Section 3 of this act,

13 \$7,000,000 shall be expended by the Superintendent of Public Instruction for
14 the Idaho Safe and Drug-Free Schools Program, from funds determined by avail-
15 able revenues accruing pursuant to Sections 63-2506 and 63-2552A, Idaho Code,
16 and other such moneys which may become available pursuant to Section 67-7439,
17 Idaho Code, for the period July 1, 2008, through June 30, 2009.

18 SECTION 5. The funds allocated for the Idaho Safe and Drug-Free Schools
19 Program in Section 4 of this act shall be distributed as follows: the provi-
20 sions of Section 63-2552A(3), Idaho Code, notwithstanding, \$200,000 shall be
21 remitted to the Idaho State Police; \$100,000 may be utilized by the Superin-
22 tendent of Public Instruction for program administration, technical
23 assistance

24 and evaluation. Of the remaining amount, ninety-two percent (92%) shall be
25 distributed to each school district through a combination of a base amount of
26 \$1,500 and a prorated amount based on the prior year's average daily atten-
27 dance. Such funds shall be used either to fund Idaho Safe and Drug-Free
28 Schools Programs or to defray the costs of community resource workers, or
29 both, at the discretion of the school district board of trustees. The remain-
30 ing eight percent (8%), shall be used to make discretionary grants as deter-
31 mined by the Idaho Safe and Drug-Free Schools and Communities Advisory Board,
32 including up to \$80,000 in subgrants that may be authorized to the Commission
33 on Hispanic Affairs.

34 SECTION 6. It is legislative intent that the Idaho Safe and Drug-Free
35 Schools Program shall include the following:

36 (1) Districts will develop a policy and plan which will provide a guide
37 for their substance abuse programs.

38 (2) Districts will have an advisory board to assist each district in mak-
39 ing decisions relating to the programs.

40 (3) The districts' substance abuse programs will be comprehensive to meet
41 the needs of all students. This will include prevention programs, student
42 assistance programs that address early identification and referral, and
43 aftercare.

44 (4) Districts shall submit an annual evaluation of their programs to the
45 State Department of Education as to the effectiveness of their programs.

46 SECTION 7. Of the moneys appropriated in Section 3 of this act,

47 \$2,800,000 shall be used for literacy programs, as outlined in Sections
48 33-1614, 33-1615 and 33-1207A(2), Idaho Code. It is legislative intent that
49 the State Board of Education and the State Department of Education coordinate
50 federally funded literacy programs with state literacy programs, resulting in
51 well-coordinated, complementary literacy efforts.

52 SECTION 8. Of the moneys appropriated in Section 3 of this act,

53 \$3,972,500 shall be utilized by the Superintendent of Public Instruction to
54 implement an early math education program, similar in approach to the literacy
55 programs described in Section 7 of this act.

56 SECTION 9. Of the moneys appropriated in Section 3 of this act,

57 \$6,040,000 shall be distributed for support of programs for students with non-
58 English or limited-English proficiency, as follows:

59 (1) The State Department of Education shall distribute \$5,290,000 to
60 school districts pro rata, based upon the population of limited-English

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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10 proficient students under criteria established by the department.

11 (2) The State Department of Education shall use \$750,000 to continue the
12 competitive grant program for school districts in which the population of
13 English language learners failed to meet Adequate Yearly Progress (AYP) in
14 math or reading, as defined in federal law. Of this amount, \$700,000 shall
15 be distributed annually to school districts in three-year grant cycles, in
16 which the recipients will receive full grant awards each of the three (3)
17 years, contingent on appropriation. The remaining \$50,000 will be used for
18 evaluation and administration of the program.

19 (3) The department shall develop the program elements governing the use
20 of these funds, modeled on the training, intervention, and remediation
21 elements of the program described in Section 7 of this act. The purpose of
22 these funds is to improve the English language skills of English language
23 learners, to enable such students to better access the educational oppor-
24 tunities offered in public schools. The Superintendent of Public Instruc-
25 tion shall report to the Joint Finance-Appropriations Committee and the
26 House of Representatives and Senate Education Committees, by no later than
27 February 1, 2009, on the program design, uses of funds, and effectiveness
28 of the program.

29 SECTION 10. Of the moneys appropriated in Section 3 of this act,
30 \$5,000,000 shall be distributed to provide remedial coursework for students
31 failing to achieve proficiency in the Idaho Standards Achievement Test and to
32 fund the PLATO computerized remediation services to schools. The Superintend-
33 ent of Public Instruction shall determine the formulas and methodologies by
34 which such funds are distributed, and the permissible uses, provided however,
35 that the distribution of such funds shall be conditioned on a match of at
36 least one dollar (\$1.00) in local expenditures for every two dollars (\$2.00)
37 in distributed funds.

38 SECTION 11. The Idaho Digital Learning Academy (IDLA), created pursuant
39 to Chapter 55, Title 33, Idaho Code, shall utilize state funds to achieve the
40 following:

41 (1) No increase in tuition charged by IDLA to Idaho students.

42 (2) Provide remedial coursework for students failing to achieve profi-
43 ciency in one (1) or more areas of the Idaho Standards Achievement Test.

44 (3) Pursuant to State Board of Education rule, IDAPA 08.02.03.106, pro-
45 vide advanced learning opportunities for students.

46 (4) Pursuant to State Board of Education rule, IDAPA 08.02.03.106, work
47 with institutions of higher education to provide dual credit coursework.

48 The preceding list shall not be construed as excluding other instruction
49 and training that may be provided by the Idaho Digital Learning Academy.

50 SECTION 12. Of the moneys appropriated in Section 3 of this act, \$50,000
51 shall be used to study and develop a plan for implementing concurrent
1 secondary/postsecondary courses offered to qualifying eleventh-grade and
2 twelfth-grade students in Idaho's public high schools. Such moneys shall be
3 used to defray the costs of a task force, appointed by the Superintendent of
4 Public Instruction, that shall develop a statewide, unified plan for deliver-
5 ing concurrent college credit coursework to high school students. Such task
6 force shall include, at a minimum, representation from public school adminis-
7 trators, teachers and board members, institutions of higher education, the
8 State Department of Education and the State Board of Education, and private
9 industry. Legislative leadership shall appoint legislators to this task force.
10 The task force shall deliver its recommendations to the Governor and the 2009
11 Idaho Legislature.

12 SECTION 13. The State Department of Education is hereby granted the
13 authority to transfer funds between the five (5) divisions of the Educational
14 Support Program budget, in any amount necessary, to comply with the public
15 school funding provisions of appropriations and the Idaho Code.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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SUBJECT

Idaho/Washington Reciprocity Agreement

REFERENCE

December 6-7, 2007 The Board approved an extension to the existing contract for one year and directed staff to negotiate the provision of additional institutions from the state of Washington.

APPLICABLE STATUTE, RULE, OR POLICY

- Idaho State Board of Education Governing Policies and Procedures, Section V. T. 2.d.
- Section 33-3717C. Waiving Fees or Tuition for Certain Nonresident Students, Idaho Code

BACKGROUND

For well over a decade the Idaho State Board of Education and the Washington Higher Education Coordinating Board (HECB) have had a tuition reciprocity agreement that enhances access to educational opportunities for residents of Idaho and Washington at reduced tuition rates. The current one-year agreement expires on June 30, 2008.

DISCUSSION

Board staff held a conference call on May 13, 2008 with representatives from the participating Idaho institutions to discuss the agreement. Staff also contacted a representative from the HECB to determine if Washington would be interested in having additional institutions participate in this agreement and if there would be interest in pursuing the agreement.

Idaho institutions want to maintain the agreement as it is currently the only mechanism that has enabled them to recruit top quality students from Washington to Idaho institutions. Idaho institutions do agree that potential future revisions to the current Board policy on tuition waivers could provide them with another method of remaining competitive with our neighboring state which would eliminate the need for this contract in subsequent years.

The State of Washington has two participating institutions: Eastern Washington University and Walla Walla Community College. On June 2, 2008, the HECB indicated that Eastern Washington University would not be interested in pursuing this agreement as they did not have any reciprocity waivers last year. Walla Walla Community College expressed interest in not only continuing participation, but also in expanding capacity in the program. A copy of the agreement was shared with HECB and contained minor edits to remove Eastern Washington University as a participating institution. The HECB indicated that they were considering other edits to the agreement and were unable to provide staff with a final version of the agreement in time for the June 19-20, 2008 Board meeting.

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Staff notes, however, the importance of moving forward with Board approval to continue the agreement for another year so that institutions can meet the commitments they've made to Washington students. Discussion with staff from participating Idaho institutions identified the need for the Board to be aware that when students were offered waivers as part of the reciprocity agreement with Washington that the implication was for a multiple-year waiver. Institutions are concerned that regardless of the outcome of this particular contract, a mechanism needs to be in place so that these students do not lose support during the middle of their course of study.

Staff notes that Washington institutions have and continue to offer waivers to Idaho students in a variety of ways regardless of participation in the agreement. One example is through the Western Undergraduate Program. The autonomy that Washington institutions have in providing waivers to non-residents is one of the factors that prevent Idaho from directly increasing participation from other Washington institutions. The State of Washington has existing means other than the current ID/WA reciprocity agreement to waive out-of-state tuition and recruit Idaho students to Washington institutions. Board staff, with the assistance of institution staff, has attempted to collect information from non-participating Washington institutions on the amount and type of waivers applied to Idaho residents. To date we have received verbal acknowledgement that they are accepting many Idaho students at reduced tuition through a variety of sources, but we have not received centralized written documentation.

Staff determined that based on the fact that Washington is offering tuition waivers through other mechanisms, that the reciprocity agreement with Washington is not beneficial for Washington. Idaho should, therefore, continue efforts to modify the existing Board Waiver policy so that Idaho institutions are not disadvantaged in their recruiting efforts. Staff also advises that Idaho should continue to work with the HECB to finalize an agreement of reciprocity covering the 2008-2009 academic year.

IMPACT

If the Board determines not to continue this agreement with Washington, this could place additional financial obligations on students currently participating in the program, and could limit Idaho's recruiting competitiveness with Washington students, and result in decreases in institutional enrollments. Idaho institutions have already made commitments to students based on the waivers represented in this agreement. If revisions to the current Board policy on tuition waivers provide Idaho institutions with another method of remaining competitive with our neighboring state, the need for this contract in subsequent years may be eliminated.

ATTACHMENTS

Attachment 1 – Reciprocity Report	Page 5
Attachment 2 – Draft ID/WA Reciprocity Agreement	Page 7

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STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends extending the existing contract for an additional year, and directing Board staff and institutions to come back to the Board at the August 2008 meeting with a suggested Board Waiver policy change that will include the issue of ID/WA reciprocity for future years. At the meeting of the Council on Academic Affairs and Programs (CAAP) Committee held on June 5, 2008, the University of Idaho, Lewis-Clark State College, Boise State University, and Idaho State University expressed interest in renewing the agreement for another year at the same amounts as per the previous agreement and concurred with Board staff recommendations.

BOARD ACTION

A motion to direct staff to continue working with the Washington Higher Education Coordinating Board to renew a one-year reciprocity agreement with the State Board of Education and direct staff and institutions to continue reviewing this matter related to fee waivers and report back to the Board with proposed solutions.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Attachment 1

Washington/Idaho State Board of Education – Reciprocity Waivers

State of Idaho

Idaho Institution	2005-06	No. of Students	2006-07	No. of Students	2007-08	No. of Students
Boise State University	\$ 88,896	24	\$ 58,900	15	\$65,346	16
Idaho State University	\$ 77,000	20	\$ 77,000	9	\$52,104	12
University of Idaho	\$433,500	138	\$433,500	132	\$433,500	71
Lewis-Clark State College	\$140,582	129	\$140,600	109	\$112,750	135
Total \$ Waived	\$739,978		\$710,000		\$230,200	
No. of WA students FT & PT		311		265		234

State of Washington

Washington Institution	2005-06	2006-07	2007-08
Eastern Washington University	\$430,000	**0	**0
Walla Walla Community College	\$420,000	\$618,652	TBD
Total \$ Waived (approximate)	\$850,000	\$618,652	TBD
No of ID students FT & PT (estimate)	175	251	228*

**In the last few years EWU did issue some waivers but it was only relevant for a handful of graduate students.

*The number of ID students does not include the spring quarter and will not be available until mid-June.

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Attachment 2

MEMORANDUM OF AGREEMENT

Between

THE WASHINGTON HIGHER EDUCATION COORDINATING BOARD (HECB)
For the State of Washington

and

THE IDAHO STATE BOARD OF EDUCATION (ISBOE)
For the State of Idaho

WHEREAS, It is the objective of both the State of Washington and the State of Idaho to provide increased access to educational opportunities for bona fide residents of Idaho and Washington; and

WHEREAS, The Revised Code of Washington, Chapter 28B.15.750 authorizes the Higher Education Coordinating Board (HECB) to enter into an agreement with appropriate officials or agencies in Idaho to effect a student exchange program that would waive the payment of all or a portion of the nonresident tuition and fees differential for residents of Idaho; and

WHEREAS, Idaho Code Section 33-3717C authorizes the Idaho State Board of Education and the Board of Regents of the University of Idaho collectively referred to as the ISBOE to enter into negotiations with the State of Washington to waive a portion of nonresident tuition for residents of the State of Washington; and

WHEREAS, It is the intent of the ISBOE to provide access to programs not currently available at Idaho institutions of higher education; and

WHEREAS, It is the intent of HECB to provide access opportunities to residents of all geographic regions of Washington; and

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WHEREAS, It is the intent of both the HECB and the ISBOE prior to entering into said agreement to achieve an exchange of students which results in balanced or nearly balanced levels of foregone tuition and fees.

NOW, THEREFORE, The HECB and the ISBOE mutually agree as follows:

1. The State of Idaho, through the State Board of Education and the Board of Regents of the University of Idaho, will waive nonresident tuition charges in the total amount of \$850,000 \pm \$500 on an academic year basis for Washington residents who are enrolled or are seeking enrollment on a full-time basis in baccalaureate and graduate degree program as follows: Boise State University -- \$93,500; Idaho State University -- \$93,500; Lewis-Clark State College -- \$229,500; and the University of Idaho -- \$433,500.

The number of students covered by this agreement and the amount waived per student are at the discretion of each participating institution.

2. The State of Washington, through the Boards of Regents and Trustees of the participating institutions, will waive a total of \$850,000 \pm \$500 of nonresident tuition and fee differential charges on a academic year basis for Idaho residents who are enrolled or are seeking enrollment on a full-time basis in baccalaureate and graduate degree programs ~~as follows: Eastern Washington University -- \$430,000; and Walla Walla Community College -- \$420,000.~~ at participating Washington institutions. Currently, Walla Walla Community College is the only institution which has verified their status as a participating institution. Walla Walla Community College shall give priority to students enrolled in programs of nursing at the Clarkston Center. The number of students covered by this agreement and the amount waived per student are at the discretion of each participating institution.

3. Participating Washington institutions shall give first priority to waiving all or a portion of the nonresident tuition and fees differential for Idaho residents who are seeking enrollment or are currently enrolled in degree programs not available in Idaho according to the ISBOE Official Program and Degree Listing.

4. Idaho and Washington institutions shall give priority to currently enrolled students who meet or exceed institutional policies on satisfactory academic performance.

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5. Students participating in the reciprocity program must be bona fide residents of their home state and may not be seeking to establish a change in residency during the time they participate in the program; time accrued while participating in the reciprocity program will not contribute toward the length of residence required for residency status.

6. Institutions shall inform students of their policies on eligibility for renewal of waivers including a statement that all waivers are subject to continuance of the reciprocity agreement executed by the HECB and the ISBOE.

7. The HECB and the ISBOE agree to review the enrollment patterns related to reciprocity at participating institutions annually to consider the level of participation for the next academic year. The HECB and the ISBOE shall develop common criteria for identifying data to be provided by participating institutions as necessary to this agreement for collection and analysis for the HECB and the ISBOE.

8. The HECB and the ISBOE have developed the ~~2007-2008~~ 2008-2009 agreement to be financially balanced, consistent with the intent of Revised Code of Washington (28B.15.752). While each state will endeavor to manage waivers to the amounts set forth in sections 1 and 2 of this agreement, no balancing adjustments need be made during the course of the agreement and, should participation levels not be realized, no provisions for payment of any imbalance has been agreed to by the parties to the agreement.

This agreement shall be effective after midnight, July 1, ~~2007~~, and shall continue until June 30, ~~2008~~⁹. Either the HECB or the ISBOE with six (6) months' notice may terminate this agreement.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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Any notice given in connection with this agreement shall be given in writing and shall be delivered by hand to the other party or by normal U.S. Postal Service delivery to the other party at the following address:

Idaho State Board of Education
650 W. State Street
P.O. Box 83720
Boise, ID 83720-0037

Washington Higher Education Coordinating Board
917 Lakeridge Way
P.O. Box 43430
Olympia, WA 98504-3430

IDAHO

WASHINGTON

THE IDAHO STATE
BOARD OF EDUCATION

THE WASHINGTON STATE HIGHER
EDUCATION COORDINATING BOARD

Mike Rush
Executive Director

Ann Daley
Executive Director

Date

Date

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: T. Fee Waivers

April 2002

2. Waiver of Nonresident Tuition

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.

Idaho Statutes

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

33-3717C. WAIVING FEES OR TUITION FOR CERTAIN NONRESIDENT STUDENTS. (1)

Notwithstanding any other provision of law the state board of education and the board of regents of the university of Idaho may determine when to grant a full or partial waiver of fees or tuition charged to nonresident students pursuant to reciprocal agreements with other states. In making this determination, the state board of education and the board of regents of the university of Idaho shall consider the potential of the waiver to:

- (a) Enhance educational opportunities for Idaho residents;
- (b) Promote mutually beneficial cooperation and development of Idaho communities and nearby communities in neighboring states;
- (c) Contribute to the quality of educational programs; and
- (d) Assist in maintaining the cost effectiveness of auxiliary operations in Idaho institutions of higher education.

(2) Consistent with the determinations made pursuant to subsection (1) hereof, the state board of education and the board of regents of the university of Idaho may enter into agreements with other states to provide for a full or partial reciprocal waiver of fees or tuition charged to students. Each agreement shall provide for the numbers and identifying criteria of students, and shall specify the institutions of higher education that will be affected by the agreement.

(3) The state board of education and the board of regents of the university of Idaho shall establish policy guidelines for the administration by the affected Idaho institutions of any tuition waivers authorized under this section, for evaluating applicants for such waivers, and for reporting the results of the reciprocal waiver programs authorized in this section.

(4) A report and financial analysis of any waivers authorized under this section shall be submitted annually to the legislature as part of the budget recommendations of the state board of education and the board of regents of the university of Idaho for the system of higher education in this state.

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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SUBJECT

Native-American Higher Education Committee Update

REFERENCE

December 6-7, 2007 The Board was provided an update on the committee's progress.

BACKGROUND

In June 2007, the State Board of Education established a Native-American Higher Education Committee, an advisory group to the Board on Native-American access issues to higher education. Board Member Paul Agidius and Superintendent Tom Luna co-chair the committee. The committee is comprised of 12 individuals representing Idaho's postsecondary and secondary schools as well as state agencies.

At the December 2007 meeting, the committee was tasked with providing SBOE staff a listing of currently available programs and supports, along with the respective funding sources. Attached are three reports: Educational Programs, Service Programs, and Enrollment Numbers.

DISCUSSION

The committee met on December 3, 2007, and February 15, 2008, in Boise where they discussed barriers regarding access and support for Native Americans in relation to postsecondary education. Financial constraints are the biggest barriers. Many states offer out of state tuition waivers for any federally recognized tribal student to attend their institutions. Idaho is losing current and prospective Native American students to surrounding states. The committee discussed the possibility of offering tuition waivers for both local and regional tribes, and out of state tuition waivers to federally recognized tribes in order to be competitive with bordering states. The committee discussed creating Native American specific scholarship opportunities that could come through both the Tribes and through the state/institutions, as well as waiving application fees for those students applying to any Idaho institution.

There was discussion about the GEAR UP program and the possibility of the tribes working in conjunction with GEAR UP schools in their region to establish scholarships for tribal students.

They discussed increasing dual credit offerings, college preparation—testing ACT/SAT/COMPASS, and concerns about the possibility of Native American studies programs and Native Language programs being cut due to low enrollment numbers. The Shoshone language and Nez Perce language course offerings are unique to Idaho, and Idaho is the only place in the world where these language offerings are available. Thus, maintaining these programs is not only crucial to the students, but to the state. The committee discussed proposing to the Board that they encourage institutions to work directly with the Tribes on

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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programs offered at their institutions that specifically relate to Native American students/culture. These partnerships would facilitate and encourage stronger participation of Native American students, and would help build trust and collaborations with the Tribes.

The committee also held discussion regarding what role the Board could play as the policy making body; such as potentially looking at establishing policy that specifically relates to Native American students.

ATTACHMENTS

Attachment 1 - Educational Programs	Page 3
Attachment 2 - Service Programs	Page 7
Attachment 3 - Enrollment Numbers	Page 11

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends that the Committee move forward to schedule future meetings with each of the Tribes; and that the Committee review how Board policy can meet the underserved need in the communities through advanced opportunities.

BOARD ACTION

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

Educational Programs

Institution	Educational Programs Offered	Funding Source	Notes
Boise State University			
	Native American Studies - Minor	Anthropology Department	
	ANTH 219 New World Prehistory		
	ANTH 307 Indians of North America		
	ANTH 312 Prehistory of North America		
	ANTH 419 Prehistory of Mexico		
	HIST 341 The Indian in US History		
	ANTH 413 South American Culture History		
Idaho State University			
	Native American Studies Minor	Departments	
Native American Courses:	ACAD 101 First Year Seminar (NA Emphasis)		
	ANTH 199 Native American Leadership		
	ANTH 101 Elementary Shoshoni	Anthropology Department	
	ANTH 102 Elementary Shoshoni	Anthropology Department	
	ANTH 201 Intermediate Shoshoni I	Anthropology Department	
	ANTH 202 Intermediate Shoshoni II	Anthropology Department	
	ANTH g499 Advanced Shoshoni I	Anthropology Department	
	ANTH 210 Conversational Shoshoni	Anthropology Department	
	ANTH 206 Indigenous Traditional Parenting	Anthropology Department	
	ANTH 238: Special Topics (North American Indians, Peoples of the Southwest, Peoples of the Artic, Peoples of the Northwest North American, People & Cultures of the New World)	Anthropology Department	
	ANTH 258 Native American History	Anthropology/History Department	
	ANTH 299 Powwow Planning	Anthropology Department	

Educational Programs

	ANTH 299 Traditional Indigenous Parenting	Anthropology Department	
	ANTH 301 Introduction to Shoshoni Folklore	Anthropology Department	
	ANTH 406 American Indian Health Issues	Anthropology Department	
	ANTH 414 New World Archaeology	Anthropology Department	
	MGT 420 Native American Organizational Systems	MGT/Anthropology	
	ANTH 421 Federal Indian Relations	Anthropology Department	
	MGT 422 Native American Enterprise	MGT/Anthropology	
	ANTH 452 American Verbal Arts	Anthropology Department	
	ANTH 454 Survey of American Indian Languages	Anthropology Department	
	ANTH 466 Current Issues in Indian Country	Anthropology Department	
	ANTH 472 Native American Arts	Anthropology Department	
	ANTH 474 Special Topics in Indian Education	Anthropology Department	
	ANTH 476 Seminar in American Indian Studies	Anthropology Department	
	ANTH 478 Federal Indian Law	Anthropology Department	
	ANTH 479 Tribal Government	Anthropology Department	
	ANTH 481/581 Native American Religions; Native American Women; Native American Arts	Anthropology Department	
	ANTH 489 Special Topics in Am. Indian Studies	Anthropology Department	
	ENGL 489 American Indian Literature	English/Anthropology	
	MGT 492 POW WOW	MGT/Anthropology	
	ANTH 493/593 Native Americans in Film	Anthropology Department	
	ANTH 499/PHIL 499 Native American Philosophy	Anthropology Department	
	ANTH 572 Native American Arts	Anthropology Department	
	ANTH 576 Seminar in American Indian Studies	Anthropology Department	

Educational Programs

Lewis-Clark State College			
	Nez Perce Language Minor	Academic Affairs	courses and instruction funded by humanities division.
	NP101 Elem Nez Perce 1	Humanities	
	NP 102 Elem Nez Perce II	Humanities	
	NP 109 Elem Nez Perce Lab	Humanities	
	NP 201 Intermed. Nez Perce I	Humanities	
	NP 202 Intermed Nez Perce II	Humanities	
	NP209 Nez Perce Lab (2 sem.)	Humanities	
	NP 310 Nez Perce Conversation and Mentorship I	Humanities	
	NP 311 Nez Perce Conversation and Mentorship II	Humanities	
	Native American Studies Minor	Academic Affairs	courses and instruction funded by humanities division and social science divisions.
	ANTH 292 Intro to Native Amer Studies	Social Science Dept.	
	ENGL 473 Native Amer. Oral Lit	Humanities	
	HIST 340 History of the Nez Perce Tribe	Social Science Dept.	
	ANTH 292 Intro to Native Amer Studies	Social Science Dept.	
	ANTH 320 North American Indians	Social Science Dept.	
	HIST 240 Native Amer. History	Social Science Dept.	
	ANTH 170 Intro Native Amer. Studies	Social Science Dept.	
	ENGL 474 Native American Written Lit	Humanities	
	ENGL 473 Native American Oral Lit	Humanities	
	HIST 340 History of the Nez Perce Tribe	Social Science Dept.	
	SS498 Seminar in Contemporary	Social Science Dept.	
University of Idaho			
AIST Program Offerings	AIST 401 Contemporary American Issues		
	ANTH 329 North American Indians		
	ANTH 420/520 Plateau Indians		

Educational Programs

	ANTH 442 Plateau Prehistory		
	ANTH 220 Peoples of the World		
	ANTH 430 Introduction to Archaeology Methods and Theory		
	ANTH 431 Historical Archaeology		
	ENGL 484 American Indian Literature		
	ENGL 404/504 Literature of Environmental Justice3		
	HIST 431 History of Indian-White Relations		
	PHIL 381 American Indian Environmental Philosophies		
	SOC 423 Social Stratification		

Service Programs

Institution	Service Programs Offered	Funding Source	Federal Funding Amounts	Expiration Dates for Program Funding	Number of Native Students Served	Notes
Boise State University						
	Upward Bound	Federal	\$1,000,000 (over four years)		50 (per year)	
	College Assistance Migrant Program	Federal	\$425,000 (annually)		0	Program works with 40 first year students each year, and then provides follow-up for the next three years.
	Student Support Services Program		\$318,515 (annually)	2010	2 (out of 180)	Program provides general tutoring and counseling services to low-income/first generation Sophomores-Seniors.
	McNair Program		\$225,000 (annually)	2012	2 (out of 25)	Provides 3rd and 4th year students counseling services in the area of research. Pairs a student with a faculty mentor doing research, provides opportunities for students to visit graduate programs.
Idaho State University						
	TRIO 1. <i>Pre-College Upward Bound</i> 2. <i>Educational Talent Search</i> 3. <i>Student Support Services</i>	Federal (Four Year Funding Cycle)	1. \$359,488 2. \$463,595 3. \$280,758	1. May 30, 2011 2. August 31, 2010 3. August 31, 2009	54 (out of 1047)	Provides support services that include advising, counseling (academic, personal, financial, career) and tutoring. Must have an academic need and meet one of the federal eligibility requirements.

Service Programs

	Academic Native American Student Support Services (Provides academic advising, financial aid counseling, admission processing, etc.)	Enrollment Management fiscal year local accounts		Yearly		Advising Night, Culturally Relevant Workshops, Financial Aid Workshops, Lunch Bunch, Native Success Academy, Native American Awareness Week, Native American Heritage Month, Parent Nights, Scholarship Workshops, Semester Calling, Winter Powwow, Spring Powwow, Stress Management Workshop, Time Management Workshop, Freshmen Orientation, Crossroads Presentation, Student Organization Advisor, Academic Advising, Transfer Advising, Admission Workshops
	College of Technology	PTE				College preparation workshops funded by PTE revenue stream. Offered at request of school.
Lewis-Clark State College						
	American Indian Student Leadership in Education (AISLE) Grant	federal	\$187,000 for 2008-2009	Expires 2009	75 students per semester	Designed to provide a center (Pi'Amkinwaas - dedicated 9/2/05) for Native American students on campus, work with 12 tribal schools in the Northwest, and is looking to support 10-15 students in working toward a teaching degree.
	AISLE Teacher Education Project Grant program	federal	\$1.1 million	Grant is in year 2 of 4 year cycle 2006-2010	12 students	The grant focuses on assisting education majors ready to enter the teacher education program.
	Indian Education Summer Institute				45 students each summer	Part of the AISLE activities.

Service Programs

	Grow Your Own Teacher Scholarship program	SBOE		Grant is in the 6th year of funding.	11 students	Program is funded through the Board and State Legislature. Focuses on Native American and Hispanic students who are working and/or volunteering in public schools.
	The Clearwater Valley Education Talent Search program	federal	\$225,000 annually	Grant is in 2nd year of a five year cycle.	600 middle and high school students	Works with area schools on the Nez Perce Reservation to support higher education and career awareness to middle and high school students while also providing tutoring and mentoring services.
	Native American & Minority Student Services	LCSC			140-150 students per semester	Works with all ethnic minority students on campus as part of Division of Student Services
University of Idaho						
	HOIST Program	State		Open	15-20 each summer	To increase the interest and performance of Native American students in high school science and mathematics courses, encourage students to pursue post-secondary studies, improve the preparation of Native American students for post-secondary SMET studies.
	Student Support Services	USDOE-Title IV	\$306,663	8/31/2010; we will rewrite the grant this October.	4 in 2006-07 6 in 2007-08	SSS is a TRIO program which provides academic support services to first generation, low income students and students with disabilities. The goal is to increase the retention and graduation rates of the target population.

Service Programs

	Upward Bound	US Dept. of Education	\$935,445 annual programs) (3	2011	Varied (approx. 70/year)	Focused on college enrollment and completion, Upward Bound's academic year services include mentoring programs, academic assistance, college and financial aid application assistance, counseling, as well as cultural and social development activities.
	McNair Program	US Dept. of Education	\$231,000/yr for 4 years (until 20011)	2011	6 since 2003	McNair serves undergraduate students who are low-income, first generation, or are from an underrepresented group. Our goal is to prepare these students for graduate school through seminars on research and graduate school. The UI McNair program was first funded in 2003 and we are currently in our second funding cycle.
	CAMP	US Dept. of Education	\$360,000 per year/5 year grant	6/30/2009	2 w/in last 4 years	CAMP supports students from seasonal/migrant farm working backgrounds with scholarship and support service for the freshman year only at the University of Idaho.

Enrollment Numbers

Institution	2006-2007 Native American Faculty Numbers	2006-2007 Native American Students Enrolled	2006-2007 Native American Undergraduate Students	2006-2007 Native American Technology Students	2006-2007 Native American Graduate Students	2006-2007 Native American Graduates
Boise State University	5	209	203	0	6	23
Idaho State University	5	198	143	37	18	20
Lewis-Clark State College	2	139	139	32	0	19
University of Idaho	3	135	108	0	23	28

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

SUBJECT

Recognition of Stevens-Henager College's Accrediting Agency

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.01.11.100. Recognition of Accreditation Organizations.

BACKGROUND

For purposes of registering postsecondary educational institutions in Idaho, the Board currently recognizes the regional accreditation organizations listed in IDAPA 08.01.11.100 (below). The Board also recognizes organizations recognized by and in good standing with the U.S. Department of Education and the Council on Higher Education Accreditation.

- Middle States Association of Schools and Colleges (MSA), Commission on Higher Education
- New England Association of Schools and Colleges, Commission on Institutions of Higher Education (NEASC-CIHE)
- North Central Association of Colleges and Schools, The Higher Learning Commission (NCA-HLC)
- Northwest Commission on Colleges and Universities (NWCCU)
- Southern Association of Colleges and Schools (SACS), Commission on Colleges
- Western Association of Schools and Colleges, Accrediting Commission for Senior Colleges and Universities (WASC-ACSCU)

The Board approved a temporary and proposed rule at their April 17, 2008 meeting, which included the addition of language allowing the Board to recognize other accreditation organizations on a case-by-case basis.

DISCUSSION

In accordance with IDAPA 08.01.11.100, Stevens-Henager College requests that the State Board of Education recognize the Accrediting Commission of Career Schools and Colleges of Technology (ACCSCT) as a recognized accrediting organization. Stevens-Henager needs the recognition of their accrediting agency approved in order to proceed with a streamlined registration because they currently do not meet the standards/criteria required in the full registration process outlined in rule. Staff created a review process using standards for accrediting organizations used by the U.S. Department of Education. A review of ACCSCT indicated that those standards were met.

ATTACHMENTS

Attachment 1 - Accrediting Agency Recognition Review Process	Page 3
Attachment 2 – Review of Accrediting Commission of Career Schools and Colleges of Technology	Page 5

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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STAFF COMMENTS AND RECOMMENDATIONS

Stevens-Henager provided a copy of the ACCSCT's Standards of Accreditation for review. Staff reviewed the standards with input from the Council on Academic Affairs and Programs (CAAP) committee. At their June 5, 2008 meeting, CAAP recommended that the Board recognize the accrediting agency as requested. Board staff concurs with the recommendation.

BOARD ACTION

A motion to recognize the Accrediting Commission of Career Schools and Colleges of Technology (ACCSCT) as an approved accrediting organization for the purposes of registering Stevens-Henager College as a postsecondary educational institution with the Office of the State Board of Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

DRAFT
SBOE ACCREDITING AGENCY -- RECOGNITION WORKSHEET

DRAFT

**** SBOE Staff will verify** that the accrediting agency is currently Recognized by, and in "Good Standing" with, the USDE and/or CHEA. (Note: USDE "annotates" their on-line list within 24 hours of receiving evidence of "special circumstances." The official list of "recognized" accrediting agencies is only updated every 6mo by direction of the Secretary of Education.)

SIX (6) CHEA CRITERIA (Council for Higher Education Accreditation) a/o January 2006

- * Advance academic quality
- * Demonstrate accountability (Rust color = Required Category)
- * Encourage, where appropriate, self scrutiny and planning for change and needed improvement
- * Employ appropriate and fair procedures in decision making
- * Demonstrate ongoing review of accreditation practice
- * Possess sufficient resources

NOTE: CHEA recognition standards place primary emphasis on academic quality assurance and improvement for an institution or program. They focus mainly on demonstrated accountability, purposeful change and improvement, generally fair practices and sustainable fiscal stability.

TEN (10) USDE CRITERIA

- * Success with respect to student achievement in relation to the institution's mission, including as appropriate, consideration of course completion, State licensing examination and job placement rates.
- * Curricula
- * Faculty
- * Facilities, equipment and supplies
- * Fiscal and administrative capacity as appropriate to the specified scale of operations
- * Student support services
- * Recruiting and admissions practices, academic calendars, catalogs, publications, grading and advertising
- * Measures of program length and the objectives of the degrees or credentials offered
- * Record of student complaints received by, or available to, the agency
- * Record of compliance with the institution's program responsibilities under Title IV of the Act, based on the most recent student loan default rate data provided by the Secretary, the results of financial or compliance audits, program reviews and any other information that the Secretary may provide to the agency.

NOTE: USDE recognition standards place primary emphasis on whether an institution of program is of sufficient quality to qualify for federal funds for student financial aid and other federal programs ... as required under the 1965 federal Higher Education Act (Title IV) as amended.

RECOGNITION SCORING WORKSHEET

Each applicant for inclusion on the SBOE list of recognized accrediting agencies will be reviewed by the Chief Post-Secondary Academic Officer and CAAP per the criteria listed below. Overall scores are not Pass/Fail, but used as part of SBOE's final decision-making review of the overall application.

NOTE: Remember that these criteria are how the Accrediting Agency Evaluates a School; they do not necessarily apply to the agency itself.

NOTE: Total score of 40 Points (the median score) is considered acceptable. Scores below the median would require exceptional circumstances for approval.

Alternatively, an agency must have 12 of the 17 categories marked "YES" (including all 7 "required") with an above average minimum score of 2.75 in each of the 12 categories.

DRAFT

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RECOGNITION SCORING WORKSHEET: Review requested by: Stevens-Henager College**AGENCY NAME:** The Accrediting Commission of Career Schools and Colleges of Technology -- ACCSCT

(All references below locate information provided in the ACCSCT standards & operations Manual, dated March 15, 2007)

Institutional Criteria: Present in Agency's review of schools. (First 6 categories are Required)	Y / N	Review Team scoring criteria: 1-Poor 2-Fair 3-Good 4-Excellent (score) (+ any written comments)	
1. ** OSBE Staff has verified that the accrediting agency is in "Good Standing" with USDE and/or CHEA? -- USDE -- CHEA	Y N	N/A	(no score in this category)
2. Are adequate and appropriate measures in place regarding program length, degree objectives and credentials being offered?	Y	2.5	P64, C2.II.A general requirements
3. Demonstrates accountability in all areas of endeavor?	Y	1.75	P53.C1.X Notification & Info Sharing (accrediting agency responsibility)
4. Possess sufficient resources to satisfy demands for services?	Y	2.5	P61, (Fin) C2.I.C. financial stability P74, C2.III.A&B Educational Administration & Faculty Qualifications
5. Fiscal, Management and Administrative capacity is appropriate for specified scale of operations?	Y	3.0	P33, C1.V.B-C-D. Annual Reporting requirements P60, C2.IA-B-C Management & Admin Operations
6. Adequate student support services for current or projected enrollment?	Y	2.25	P64, C2.II General Program Requirements P66, C2.II.A.5 Learning resource System P77, C2.IV Student Recruitment P80, C2.V Admission Policies & Practices P82, C2.VI Student Services
7. Are recruiting/admissions, advertising practices, academic calendars, grading policy, and all school publications appropriately focused?	Y	2.5	P77, C2.IV Student Recruitment P80, C2.V Admission Policies & Practices
8. Does the school appropriately encourage self-scrutiny and planning for change and needed improvements?	Y	3.0	P32.C1.V Annual Reporting (to accrediting agency) P60, C2.IA-B Management & Admin Operations
9. Does the school employ appropriate procedures in decision making?	Y	1.75	P60, C2.IA-B-C Management & Admin Operations
10. Does the school demonstrate ongoing review of accreditation practice?	Y	2.5	P32, C1.V Annual Reporting (to accrediting agency) P60, C2.IA-B Management & Admin Operations
11. Is student achievement adequate in relation to the institution's mission, consideration overall course completion, state licensing exams, and job placement rates?	Y	2.75	P96, Appx IV Student Achievement Rates (also see P86, VII.C.2.b)
12. Is curricula sufficiently broad and of sufficient depth to adequately prepare students for workplace assignments and marketplace success?	Y	3.5	P67, C2.II Program Requirements (overall)
13. Does the Administration and Faculty possess sufficient credentials, background and academic preparation for instructional responsibilities? -- Does the school achieve reasonable retention of Admin/Faculty?	Y	3.0	P60, C2.IA-B Management & Admin Operations P74-75, C2.III Educational Administration & Faculty Qualifications

			P95, Appx III Faculty Qualification Provisions
14. Are overall facilities, equipment and supplies adequate for demand?	Y	2.5	P62, C2.I.E. Student Loan Repayment
15. Are records of student complaints available to accrediting agency?	Y	3.5	P83, C2.VI.D Student Complaints
16. Is the school focused on improvements in academic quality?	Y	3.0	P60, C2.I.A-B Management & Admin Operations
17. Is the institution's record of compliance on Title IV program responsibilities readily available? -- Is it based on most recent student loan default rate data // results of financial and/or compliance audits // and program reviews regarding the agency.	Y	3.0	P62, C2.I.E. Student Loan Repayment
Total Number of Categories marked "Yes" ►	16	43.75	◄ Total Score (between 16 - 64, 40 = median score)

Reviewer Name/Date: Harv Lyter, May 20, 2008

Reviewer Comments:

3. Demonstrates accountability in all areas of endeavor? Score 1.75

-- There was little attention paid to the school's overall accountability to public notice-information, to parents or local officials of any type. Exception was the area of student recruitment and catalog publication, where very strict standards of conduct were listed in great detail. Accountability "issues" and references are spread throughout the manual, but never specifically articulated as such.

6. Adequate student support services for current or projected enrollment? Score 2.25

-- Although given a near median score, it should be noted that no mention was made about projecting anything like a total student body "capacity" vs available classroom seats, lab spaces, dorm rooms, etc - the real measure of "how many" students the school can "hold" in a given semester/term. (Recognize that no widely accepted formula to calculate this "capacity" currently exists. Each school arrives at these numbers independently.)

7. Are recruiting/admissions, advertising practices, academic calendars, grading policy, and all school publications appropriately focused? Score 2.5

-- Although the "presence" of these areas was well covered, there was little evidence of the depth or scope required in each; other than a list of "do's & don'ts." The appropriate "focus" was never articulated.

9. Does the school employ appropriate procedures in decision making? Score 1.75

-- Although references to this measure were present throughout the manual, little specific example or requirement was given.

12. Is curricula sufficiently broad and of sufficient depth to adequately prepare students for workplace assignments and marketplace success? Score 3.5

-- Might be the best covered area of the entire manual. Great detail and specific example given for how academic programs should be organized and presented.

13. Does the Administration and Faculty possess sufficient credentials, background and academic preparation for instructional responsibilities? (sub-bullet)-- Does the school achieve reasonable retention of Admin/Faculty? Score 3.0

-- Although scored well overall on attention to Admin/Faculty qualifications, there was no mention of retention rates for these important players in the operation of the business. Continuity of service delivery was never mentioned (not that I could find!)

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08
TITLE 01
CHAPTER 11

**08.01.11 - REGISTRATION OF POST SECONDARY EDUCATIONAL INSTITUTIONS AND
PROPRIETARY SCHOOLS**

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.

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

SUBJECT

One Year Contract Renewal with Questar Assessment, Inc for Idaho English Language Assessment (IELA).

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.J.
Grants and Contracts
IDAPA 08.02.03 - Section 111.
No Child Left Behind Act of 2001. Section 1111(b)(7)

BACKGROUND

The federal requirements under the No Child Left Behind Act of 2001 for standard achievement testing require a statewide English language proficiency test for all students designated as limited English proficient (LEP).

Through the Division of Purchasing, the State Board of Education entered into a three (3) year contract with Questar Assessment, Inc (formerly TASA, Inc), beginning in July 2005. In the contract, the Division of Purchasing allowed for two 1-year contract renewal options. The current contract with Questar will end July 11, 2008 and the IELA Assessment Program wants to implement the first 1-year renewal option which will extend the contract through July 11, 2009.

DISCUSSION

The IELA Program and the Idaho school districts have been very pleased with Questar's implementation of the Idaho English Language Assessment. Therefore, the IELA Program wishes to extend the contract and continue working with Questar to deliver the assessment for the 2008-2009 school year. The contract will be extended to continue the full implementation of the IELA, which includes all of the annually implemented items in the original contract (i.e. production, printing, distribution, scoring and reporting of the tests for all Idaho school districts with LEP students.) Several additional items will be included in the contract extension in order to continue the process of ongoing test development.

The total negotiated cost of the one (1) year renewal is: \$595,193

The additional and clarified contract items are essential for the furtherance of the contract and will include:

- New Test Forms. New test forms will be developed with items field tested in 2008, under the original contract. Questar will augment the IELA test blueprints to guide the construction of new test forms. All test forms will be designed and built utilizing existing IELA items and custom items developed for Idaho and field tested in the 2007-2008 academic year. The new test forms will be equated to previous forms and scores reported on the same score scale. Questar will equate one Level 1 form and one Level 2 form in each grade cluster to 2007-08 forms.

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- Reports. Additional reports required will include a Parent Report/Spanish Translation, a data file of all assessment pre-identification information containing the student scores from the previous spring testing, and a data file of all students and assessment scores after each assessment year.
- Document Storage/Disposal. Questar will shred all unused materials immediately upon receipt and processing and will provide secure long-term storage of used scorable materials for three (3) years. Specific scorable materials, such as student answer documents, will be retrieved and sent to ISBE upon written request at a cost of \$250 per ten (10) retrieved. Used scorable materials will be shredded at the end of the 3-year storage period. All paper documents that are image scanned and stored electronically will be shredded immediately. All used non-scannable test booklets will be stored for 180 days, and then shredded.
- Standards Reconsideration. Questar will conduct a Standards Reconsideration process that will update the standards (cut scores) set by the panel in 2006 under the original contract.
- Item Database. A test item database will be maintained, which will include updating edited items, adding newly created items, and keeping track of item usage. The database contents will be transferred to the ISBE at the end of the contract. Questar will also provide Idaho with an interpretation manual for the contents of the database.
- Item Data Review. Questar will facilitate a 3 day item data review meeting for all new items field tested on the IELA 2008.
- Licensing agreement with Montana. The IELA program will continue a licensing agreement with the State of Montana to permit its use of the spring 2008 and spring 2009 Idaho English Language Assessment. Questar will provide a credit to the Board of four dollars (\$4.00) for each student who will be administered the MontCAS English Language Proficiency assessment in Montana or twenty thousand dollars (\$20,000), whichever amount is greater.
- Technical Documentation. Questar will provide technical documentation to the Board for all activities, including standards reconsideration processes, test blueprints, annual technical reports with a table of contents, field test reports, item data review reports, item development reports, equating reports, and summary management reports, no later than 4 weeks after completion of the activity. Questar will provide the Board with one (1) hard copy binder and two (2) CDs of all the technical documentation generated during the year by June 1, 2009.

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- Student Matching. Questar will provide assistance to districts to match students with unique LEP numbers by providing a file of potential student matches, once the districts have uploaded their Pre Identification roster. These numbers will then be matched and tracked with the new unique student ID number that will be in place by spring 2008.
- Technical Advisory Committee. Questar will represent itself at the Idaho Assessment Technical Advisory Committee (TAC) meetings in Boise on a quarterly basis.

IMPACT

The impact of the contract extension will be minimal, as there will be no change in vendor, therefore maintaining the continuity in testing vendors for Idaho school districts. There will also be no vendor overlap costs associated with a release of a new RFP. In addition, the contract renewal cost is consistent with the previous 3 years of the contract (Year 1 - \$658,395, Year 2 - \$584,150, Year 3 - \$555,857).

If the contract is not extended, Idaho will not have a language assessment for LEP students in place for the 2008-2009 school year, as required under Title I and III of No Child Left Behind. Before the contract expires, the State Board of Education will need to release a 2nd Request for Proposal (RFP) for the continuation of the administration of the IELA Assessment. The IELA program plans to release and RFP in 2009 so that there will be a new vendor in place for the 2010-2011 school year.

ATTACHMENTS:

Attachment 1 – IELA Contract Extension Amendment

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STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends the approval of the first one (1) year contract renewal with Questar.

BOARD ACTION

A motion to approve a one (1) year contract renewal with the Office of the State Board of Education and Questar Assessment, Inc. at a cost of \$595,193 in substantial conformance to the form submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Attachment 1

**FOURTH AMENDMENT TO
AGREEMENT FOR IMPLEMENTATION OF AN ENGLISH LANGUAGE
PROFICIENCY ASSESSMENT**

This FOURTH AMENDMENT TO AGREEMENT FOR IMPLEMENTATION OF AN ENGLISH LANGUAGE PROFICIENCY ASSESSMENT ("Fourth Amendment") is made effective as of the 12th day of July 2008 by and between the **STATE OF IDAHO**, by and through the Department of Administration, Division of Purchasing (Purchasing) on behalf of the State Board of Education ("Board"), and **QUESTAR ASSESSMENT, INC.**, a Delaware corporation, formerly known as **TOUCHSTONE APPLIED SCIENCE ASSOCIATES, INC.** (hereinafter referred to as "Questar").

RECITALS

A. Purchasing issued a Request for Proposals for Implementation of an English Language Proficiency Assessment on May 16, 2005 under request for proposals number RFP01618 (the "RFP").

B. Questar was the successful bidder under the RFP and Purchasing and Questar entered into Contract Purchase Order number CPO01884 dated as of July 12, 2005 (the "Purchase Order"). The RFP and the Purchase Order were amended by the First Amendment to Agreement for Implementation of an English Language Proficiency Assessment dated as of December 21, 2005, the Second Amendment to Agreement for Implementation of an English Language Proficiency Assessment dated October 24, 2006; and the Third Amendment to Agreement for Implementation of an English Language Proficiency Assessment dated November 5, 2007 (collectively, the "Amendments"). The RFP, Purchase Order and the Amendments are collectively referred to as the "Contract".

C. The parties desire to further amend the Contract as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Extension and Continuation of Terms.* The Contract is hereby extended through July 11, 2009. Its terms remain in full force and effect except as specifically modified in this Fourth Amendment. All of the terms herein shall have the same meaning as contained in the Contract, except as specifically defined otherwise in this Fourth Amendment.

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2. *Contract Modifications.*

a. Reports. The Contract is hereby modified by inserting the following into the enumerated list of reports identified in RFP section 3.6.3:

- 16. A Parent Brochure (PDF file to the Board)
- 17. A Spanish Translation of Parent Brochure (PDF file to the Board)
- 18. A data file of all Pre ID information (CD to the Board). The Pre ID file will contain the students' scores from the previous spring testing.
- 19. CD of all students and assessment scores to the Board

b. Document Storage and Disposal. The Contract is hereby modified by deleting the existing subsection III.2.7 Document Storage/Disposal of Questar's technical proposal to the Board and inserting the following:

Document Storage/Disposal.

Questar will maintain the non-scorable materials in the order in which they had been scanned for security. Questar will maintain scorable materials according to their processing, so that they can be retrieved quickly as needed. In the unlikely event that processing inaccuracies are discovered, Questar will reprocess the materials at no additional cost to the Board.

Questar will shred all paper documents that are image scanned and stored electronically immediately following scanning. Questar will shred all unused materials immediately upon receipt and processing. Questar will provide secure long-term storage of used scorable materials for three (3) years. Specific scorable materials, such as student answer documents, will be retrieved and sent to the Board upon written request at a cost of \$40 per document or \$250 per ten (10) documents retrieved. Used scorable materials will be shredded at the end of the three (3) year storage period. All used non-scannable test booklets will be stored for 180 days, then shredded at the end of the 180 day period. Questar will work with a local New York recycling contractor to shred the materials. The recycling contractor will then provide Questar with a certificate of secure destruction. Questar shall provide a copy of such certificate to the Board upon request.

c. Montana Licensing Agreement. The Contract is hereby modified by deleting paragraph 2 of the Second Amendment to Agreement for Implementation of an English Language Proficiency Assessment dated October 24, 2006, and inserting the following:

- 2. The Board will negotiate terms of a licensing agreement with the State of Montana to permit its use of the following (collectively (a)-(f), the "Licensed Property"):

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a. The spring 2008 Idaho English Language Assessment developed for the Board by Questar under the Contract (the "Spring 2008 Assessment").

b. The raw score to scale score conversion tables developed for the Board by Questar under the Contract for the Spring 2008 Assessment.

c. Answer keys for the Spring 2008 Assessment.

d. The spring 2009 Idaho English Language Assessment developed for the Board by Questar under the Idaho Contract (the "Spring 2009 Assessment").

e. The raw score to scale score conversion tables developed for the Board by Questar under the Idaho Contract for the Spring 2009 Assessment.

f. Answer keys for the Spring 2009 Assessment.

Upon receipt by Questar of an executed copy of the licensing agreement between the Board and the State of Montana, Questar shall be permitted to utilize the Licensed Property to the extent Questar and the State of Montana determine is necessary or desirable to create assessments for the MontCAS English Language Proficiency assessments for the State of Montana that may be identical or substantially similar to the Licensed Property (the "Montana Assessments"). The Board hereby specifically grants Questar a license to create the Montana Assessments for 2008 and 2009 as a derivative work of the Licensed Property.

d. Montana License Fees. The Contract is hereby modified by deleting paragraph 3 of the Second Amendment to Agreement for Implementation of an English Language Proficiency Assessment dated October 24, 2006, and inserting the following:

3. Following execution of the licensing agreement with the State of Montana for the Licensed Property, Questar shall provide a credit to the Board of four dollars (\$4.00) for each student who is administered the Montana Assessments or twenty thousand dollars (\$20,000), whichever amount is greater. Such credit shall appear on the billing immediately following any administration of the Spring 2008 and/or Spring 2009 Montana Assessments.

3. *Additional Contract Terms.* The Contract is hereby modified by adding the following terms and conditions:

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a. Equating of New Forms. In addition to the terms set forth in RFP section 3.6 and the corresponding sections of Questar's proposal, the following terms shall apply to the Contract.

i. Equating Required. Questar will equate all test forms developed under this Fourth Amendment to previous test forms (IELA 2006, IELA 2007, IELA 2008) and scale scores for the new forms will be reported on the same score scale as the prior forms.

ii. Equating Process. Questar will equate IELA forms using a "common item" or "anchor test" design. As used in this section, "Anchor Items" are identical Items that appear on both test forms being equated. For example, the identical Item in the Spring 2006 form and 2007 form is an Anchor Item. Prior to equating each Anchor Item, Questar will evaluate the Anchor Item for stability. "Stability" shall mean that the Item performs similarly in successive administrations. The calibrated difficulty (step value) of each Anchor Item in the current year will be plotted against the calibrated difficulty of that Item in the prior year using the following plotting process:

A. Plotting. The plotting goal is for the points to fall on a 45-degree line, indicating that calibrated values are stable from year to year. As used in this subsection, those points that fall far from the 45-degree line are referred to as "Outliers". Questar will remove the Outliers from the Anchor Item pool and use the remaining Anchor Items to develop a "Linking Constant" that places the Item step values from the current year on the same Rasch logit scale as the prior year. Questar will compute the Linking Constant as the difference between the average step value from the prior form's Winsteps calibration and the current year's average step value.

B. Application. Questar shall apply the process described in subsection iiA to equate one (1) Level 1 and one (1) Level 2 form in the applicable grade clusters to 2007-08 forms. Scale scores were developed in 2006 for each grade cluster and the Early Fluent and Fluent proficiency level cut scores were set to pre-specified values. The same linear transformation that was developed in the first year for each grade cluster form will be applied to the equated Rasch log ability scale for new grade cluster forms to yield equated scale scores.

b. Standards Reconsideration. In addition to the terms set forth in RFP section 3.13.9 and the corresponding sections of Questar's proposal, the following terms shall apply to the Contract.

i. Standards Reconsideration Process. Questar will conduct a standards reconsideration process no later than July 10, 2009. The process will update the standards set under the standard-setting operations conducted in 2006 pursuant to RFP section 3.13.9. The standards reconsideration process will start with existing standards and be conducted using the same methodology used by Questar.. The standards reconsideration process will be completed with one (1) panel composed of eighteen (18) panel members selected by the Board and will take place over no more

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than three (3) days. Based on the review of updated test materials, the panel will issue a recommendation concerning the revision of the previously established cut scores. The recommendation will be presented to the Board Manager by Questar for Board approval no later than two (2) weeks following the conclusion of the standards reconsideration process.

ii. Coordination, Costs and Facilities. Questar shall be responsible for all tasks related to the standards reconsideration process. Questar's responsibilities shall include obtaining the facilities, preparing training materials, training the participants, obtaining necessary audio-visual and computer equipment, maintaining records of the proceedings, guiding the discussions, and tallying the results of the various rounds of voting. All reasonable costs associated with the standards reconsideration process, including meeting costs and participant costs such as travel, lodging, stipends and a \$100 per/day honoraria shall be borne by Questar.

c. Item Data Review. In addition to the terms set forth in RFP section 3.15 and the corresponding sections of Questar's proposal, the following terms shall apply to the Contract.

i. Item Data Review Process. Questar will facilitate a three (3) day Item data review meeting attended by twelve (12) Idaho educators selected by the Board. The Item data review meeting will review all new Items field tested on the IELA 2008. The meeting will take place in Idaho in the summer of 2008. Questar staff members who have previous experience running data review meetings will facilitate the meeting. Questar will prepare and submit a plan for the conduct of the Item data review meetings to the Board Manager for approval not less than four (4) weeks prior to the first date of the meeting.

ii. Participant Materials and Security. Each participant will receive an Item binder with information concerning only one (1) Item per page. The Item information shall include the statistics associated with the Item, such as the corresponding student responses. All binders will be numbered and Questar shall implement strict security measures during the meeting and for control of all secure materials. Questar will retain secure materials, including shipping such materials to its facilities, or ensure secure materials are shredded using a secure process.

iii. Coordination, Costs and Facilities. Questar shall be responsible for all tasks related to the Item data review process. Questar's responsibilities shall include obtaining the facilities, preparing training materials, training the participants, obtaining necessary audio-visual and computer equipment, maintaining records of the proceedings, guiding the discussions, and tallying the results of the various rounds of voting. All reasonable costs associated with the Item data review process, including meeting costs and participant costs such as travel, lodging, stipends and a \$100 per/day honoraria shall be borne by Questar

d. Item Database. Questar will maintain an Item Database that includes all

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Items transferred from the Mountain West Assessment Consortium, which Items Idaho represents and warrants that it has the right to permit Questar to use as contemplated herein, as well as Items developed for Idaho under the Contract. The Item Database will track the updating of edited Items, Item usage and the addition of newly created Items. The Item Database contents will be transferred to the Board at the termination or expiration of the Contract in Accessible Format. As used in this section, "Accessible Format" shall mean that Questar will provide copies of Items to the Board accessible in Microsoft Word, with the Word version specified to the Board, accompanied by any images and associated artwork, capable of copying and insertion into new electronic documents, and without locking or 'screen shots'. Questar will also provide for each Item the Item number, correct answer key, Item field test history, the score and value for each Item, the Item position and test form, and any directions and other pertinent data associated with the Item.

e. Technical Documentation. Questar will provide the following technical documentation (the Reports) to the Board:

- Test Blueprints;
- Report on Field Testing (including classical item statistics);
- Item Data Review Report;
- Technical Report with a table of contents (and including equating results);
- Standards Reconsideration Report;
- Summary Management Report

Technical documentation shall be due no later than four (4) weeks after the completion of the activities included in each respective Report. Questar will provide the Board with one (1) hard copy binder and two (2) CDs of all the technical documentation generated during this full contract by August 15, 2009.

f. Test Form Design. Questar will augment the IELA test blueprints to guide the construction of new test forms. Questar will submit the IELA Item development blueprints to the Board Manager no later than July 1, 2008. Questar will design and build all test forms utilizing existing IELA Items, as adapted from the MWAC item bank, and custom Items developed for Idaho and field tested in the 2007-2008 academic year. To be eligible for inclusion on a new test form, Items must meet certain difficulty and discrimination criteria as determined by Questar using best practices (i.e., p-values between 0.25 and 0.90 and point-biserial correlations >0.20) and in consultation with the Board Manager. Finally, Questar will select Items for individual forms in such a way that alignment and coverage of the Idaho English Language Development Standards are maximized. For the Kindergarten grade cluster, there will be one (1) form. Within each of the other grade clusters (1-2, 3-5, 6-8, and 9-12), forms will be designed at two (2) levels: Level 1 forms will be appropriate for students whose English proficiency is at the "beginning" level, or on the lower end of the English Proficiency scale. Level 2 forms will be appropriate for students whose English proficiency has advanced beyond the beginning level. Level 1 forms are intended to be slightly more difficult than the current Level 1 forms, in accordance with the range of abilities demonstrated by students administered previous Level 1 forms). Within each grade cluster, except K, there will be two Level 2 forms. Both Level 1 and Level 2 forms will be similar in length (in terms of number of Items and points within each language domain) to the forms administered in the 2007-

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08 academic year. Each of the Level 2 forms in each grade cluster will share twenty-five percent (25%) common Items within each language domain. For example twenty-five percent (25%) of the Speaking Items on Form C2a will be identical to Items on C2b. These common Items will serve as the basis for equating the forms within each grade cluster.

In addition to the common Items across alternate forms, each of the forms in a grade cluster will share twenty-five percent (25%) common Items with forms in the adjacent grade cluster. For example twenty-five percent (25%) of the Items on Form C2a will also appear on Form D2a. For each pair of grade clusters, these common Items will be drawn from the upper and from the lower grade cluster. For example, Form C2 Items will appear on D2 and D2 Items on C2. These common Items will be used as the basis for a vertical scale. This vertical articulation of the test content will help ensure that the proficiency standards are applied evenly across grade clusters. The design of all forms will be submitted for approval by the Board Manager prior to beginning production. The Board Manager will have a maximum of five (5) business days to review each form.

g. Student Matching. Questar will provide assistance to districts to match students with numbers. Such assistance will include providing a file of potential student matches, once the districts have uploaded their Pre Identification roster. Questar will match and track these numbers with the new unique student ID number that will be in place by spring 2008.

h. Attendance at Technical Advisory Committee Meetings. Questar will represent itself at the Idaho Assessment Technical Advisory Committee (TAC) meetings in Boise on a quarterly basis. A Questar representative will attend one meeting in person and will be available for other meetings by telephone. Questar will make all travel arrangements and pay all costs associated with such attendance.

4. *Budget and Payment.*

a. Extension Term Budget. The State shall pay Questar for all services between the expiration of the original Contract on July 11, 2008 and July 11, 2009 as set forth in Exhibit A. The State shall not be liable to Questar for any expenses Questar pays or incurs unless agreed to herein or as otherwise agreed to in writing by the Purchasing and the Board. Except as set forth in the Contract or this Fourth Amendment, Questar shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the services to be performed pursuant to the Contract and this Fourth Amendment. Reimbursable expenses, as more particularly discussed in section 2.12.2 of the RFP, shall not exceed the estimated reimbursable expenses set forth on Exhibit A. Services will be invoiced as more particularly set forth in RFP section 2.12.3. Questar may invoice the Board for partial payment for the portion of products and services rendered in each quarter and Idaho agrees to remit payment for such items in the same manner as payment is made for completed products and services.

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b. Additional Payment Remedies. The following row is added to the chart contained in RFP section 2.13.3. The chart and terms of RFP section 2.13.3 remain in full force and effect except for the following addition.

Event of Default	Delay of One (1) to Seven (7) Days	Delay of Eight (8) or More Days
Failure to provide the technical documentation (the Reports) required by section 3(e) of this Fourth Amendment within six (6) weeks of the completion of the activities specified therein.*	\$3,850.00	\$7,700.00

*Any failure to provide technical documentation within the time frame specified, shall give rise to only one liquidated damage payment per Report, such that the amount of the delay and requisite payment shall be computed when the technical documentation is actually submitted by Questar or the delay has exceeded eight (8) days and the maximum liquidated damages payment incurred.

5. This Fourth Amendment shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

6. The Contract, as amended by this Fourth Amendment constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between Questar, Purchasing and the Board. The Agreement may not be further amended in any manner except in a writing signed by Questar and Purchasing.

7. This Contract may be executed in counterparts. Each such counterpart shall constitute an original, but all such counterparts shall constitute but one agreement.

[Signature Page Follows]

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NOW THEREFORE, the parties have entered into this Fourth Amendment effective as of the date first written above.

STATE OF IDAHO
Department of Administration
Division of Purchasing

QUESTAR ASSESSMENT, INC.

By: _____
Its _____

By: _____
Its _____

WITH ITS SIGNATURE SET FORTH BELOW, the State Board of Education acknowledges that it has reviewed this Fourth Amendment and has approved such Fourth Amendment as to substance and form.

STATE OF IDAHO
State Board of Education

By: _____
Its _____
Date: _____

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REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

J. Grants and Contracts

April 2002

J. Grants and Contracts

1. Policies

For policies pertaining to grants and contracts, including application and acceptance reporting requirements, see Section V.N.

2. Applications and Acceptances

Acceptance of a grant or contract by the Board should not be construed to be either endorsement or approval of future programs, activities, or services of an institution but simply an acceptance of the grant or contract activity for a specified time period. Any new program, activity, or service initiated by a grant or contract is subject to the policies, procedures, and rules of the institution and the Board.

3. Institutional Policies and Procedures

Each institution will establish and maintain comprehensive policies and procedures, subject to Board review and action, for the review and administration of grants and contracts. Such policies and procedures will ensure that grant and contract activities are consistent with the institution's role and mission statement, instructional commitments, and financial capabilities. Such policies and procedures must include provisions on conflict of interest, safety of human subjects in research activities, and compliance with state and federal requirements.

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IDAHO ADMINISTRATIVE CODE
State Board of Education

IDAPA 08.02.03
Rules Governing Thoroughness

IDAPA 08.02.03.111 – Assessment in the Public Schools

03. Content. The comprehensive assessment program will consist of multiple assessments, including, the Idaho Reading Indicator (IRI), the Direct Writing Assessment (DWA), the Direct Mathematics Assessment (DMA), the National Assessment of Educational Progress (NAEP), the Idaho English Language Assessment, the Idaho Standards Achievement Tests (ISAT), and the Idaho Alternate Assessment. (4-2-08)

06. Comprehensive Assessment Program. The State approved comprehensive assessment program is outlined in Subsections 111.06.a. through 111.06.l. Each assessment will be comprehensive of and aligned to the Idaho State Content Standards it is intended to assess. In addition, districts are responsible for writing and implementing assessments in those standards not assessed by the state assessment program. (4-2-08)

- a.** Kindergarten - Idaho Reading Indicator, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)
- b.** Grade 1 - Idaho Reading Indicator, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)
- c.** Grade 2 - Idaho Reading Indicator, Grade 2 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)
- d.** Grade 3 - Idaho Reading Indicator, Grade 3 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)
- e.** Grade 4 - Direct Math Assessment, National Assessment of Educational Progress, Grade 4 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)
- f.** Grade 5 - Direct Writing Assessment, Grade 5 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)
- g.** Grade 6 - Direct Math Assessment, Grade 6 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)
- h.** Grade 7 - Direct Writing Assessment, Grade 7 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)
- i.** Grade 8 - Direct Math Assessment, National Assessment of Educational Progress, Grade 8 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)
- j.** Grade 9 - Direct Writing Assessment, Grade 9 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)
- k.** Grade 10 - High School Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)
- l.** Grade 11 – Idaho English Language Assessment. (4-2-08)
- m.** Grade 12 - National Assessment of Educational Progress, Idaho English Language Assessment. (4-2-08)

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

f. The Idaho English Language Assessment will be administered in a time period specified by the State Board of Education. (4-2-08)

No Child Left Behind Act of 2001. Section 1111(b)(7)

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ACADEMIC ASSESSMENTS OF ENGLISH LANGUAGE PROFICIENCY- Each State plan shall demonstrate that local educational agencies in the State will, beginning not later than school year 2002-2003, provide for an annual assessment of English proficiency (measuring students' oral language, reading, and writing skills in English) of all students with limited English proficiency in the schools served by the State educational agency, except that the Secretary may provide the State 1 additional year if the State demonstrates that exceptional or uncontrollable circumstances, such as a natural disaster or a precipitous and unforeseen decline in the financial resources of the State, prevented full implementation of this paragraph by that deadline and that the State will complete implementation within the additional 1-year period.

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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SUBJECT

Distribution of \$500,000 for Advanced Opportunities Training

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.03.106 Rules Governing Thoroughness Advanced Opportunities
(Effective July 1, 2008)

House Bill 669 Appropriations – Public Schools, Section 6 (2)

BACKGROUND

In FY 2009, \$500,000 was appropriated in the Public Schools budget for training teachers to effectively provide advanced learning opportunities. The allocation of the funds is to be determined jointly by the State Board of Education and the Superintendent of Public Instruction.

ATTACHMENTS

Attachment 1 – Estimated Distribution List

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff from the Office of the State Board of Education and the Department of Education have met and agreed on an allocation plan. Using the senior count total from the state for the 2007-2008 school year, the money will be divided at an equitable rate among all districts. All districts and all charter schools will receive a minimum of \$500. The funds are to be utilized for Advanced Placement Institutes, Pre-Advanced Placement Institutes, Vertical Training Institutes, and/or Online Training Institutes

BOARD ACTION

A motion to approve the plan designed by Department and Board staff to allocate \$500,000 to Idaho's LEAs for teacher training in advanced learning opportunities for students.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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2008-2009 Advanced Opportunity Training Estimated Distribution

School District / Charter School	2007-2008 Grade 12 Fall Enrollment	Distribution
001 Boise Independent	2,052	\$53,435.00
002 Meridian Joint	2,103	54,760.00
003 Kuna Joint	246	6,406.00
011 Meadows Valley	13	500.00 *
013 Council	29	755.00
021 Marsh Valley Joint	96	2,500.00
025 Pocatello	841	21,900.00
033 Bear Lake County	105	2,734.00
041 St. Maries Joint	100	2,604.00
044 Plummer / Worley Joint	21	547.00
052 Snake River	139	3,620.00
055 Blackfoot	275	7,161.00
058 Aberdeen	60	1,562.00
059 Firth	65	1,693.00
060 Shelley Joint	157	4,088.00
061 Blaine County	216	5,625.00
071 Garden Valley	19	495.00
072 Basin	34	885.00
073 Horseshoe Bend	18	500.00 *
083 West Bonner County	105	2,734.00
084 Lake Pend Oreille	330	8,593.00
091 Idaho Falls	788	20,520.00
092 Swan Valley Elementary	2	500.00 *
093 Bonneville Joint	600	15,624.00
101 Boundary County	110	2,864.00
111 Butte County	36	937.00
121 Camas County	20	521.00
131 Nampa	848	22,082.00
132 Caldwell	316	8,229.00
133 Wilder	24	625.00
134 Middleton	176	4,583.00
135 Notus	25	651.00
136 Melba Joint	43	1,120.00
137 Parma	65	1,693.00
139 Vallivue	293	7,630.00
148 Grace Joint	41	1,068.00
149 North Gem	13	500.00 *
150 Soda Springs Joint	88	2,292.00
151 Cassia County Joint	319	8,307.00
161 Clark County Joint	10	500.00 *
171 Orofino Joint	109	2,838.00
181 Challis Joint	39	1,016.00
182 Mackay Joint	15	500.00 *
191 Prairie Elementary	0	500.00 *
192 Glenns Ferry Joint	42	1,094.00
193 Mountain Home	219	5,703.00
201 Preston Joint	169	4,401.00
202 West Side Joint	38	990.00
215 Fremont County Joint	173	4,505.00
221 Emmett Independent	240	6,250.00
231 Gooding Joint	103	2,682.00
232 Wendell	80	2,083.00
233 Hagerman Joint	27	703.00
234 Bliss Joint	14	500.00 *
242 Cottonwood Joint	33	859.00
243 Salmon River Joint	15	500.00 *
244 Mountain View	98	2,552.00
251 Jefferson County Joint	289	7,526.00
252 Ririe Joint	52	1,354.00
253 West Jefferson	45	1,172.00
261 Jerome Joint	241	6,276.00
262 Valley	49	1,276.00
271 Coeur d' Alene	884	23,020.00
272 Lakeland	339	8,828.00
273 Post Falls	289	7,526.00
274 Kootenai Joint	25	651.00
281 Moscow	209	5,442.00
282 Genesee Joint	27	703.00
283 Kendrick Joint	31	807.00
285 Potlatch	33	859.00
287 Troy	22	573.00
288 Whitepine Joint	35	911.00
291 Salmon	92	2,396.00
292 South Lemhi	7	500.00 *

IRSA

2008-2009 Advanced Opportunity Training Estimated Distribution

School District / Charter School	2007-2008 Grade 12 Fall Enrollment	Distribution
302 Nezperce Joint	16	500.00 *
304 Kamiah Joint	36	937.00
305 Highland Joint	19	495.00
312 Shoshone Joint	30	781.00
314 Dietrich	15	500.00 *
316 Richfield	11	500.00 *
321 Madison	321	8,359.00
322 Sugar-Salem Joint	109	2,838.00
331 Minidoka County Joint	287	7,474.00
340 Lewiston Independent	388	10,104.00
341 Lapwai	38	990.00
342 Culdesac Joint	15	500.00 *
351 Oneida County	65	1,693.00
363 Marsing Joint	40	1,042.00
364 Pleasant Valley Elementary	1	500.00 *
365 Bruneau-Grand View Joint	34	885.00
370 Homedale Joint	92	2,396.00
371 Payette Joint	131	3,411.00
372 New Plymouth	63	1,641.00
373 Fruitland	108	2,812.00
381 American Falls Joint	136	3,541.00
382 Rockland	11	500.00 *
383 Arbon Elementary	0	500.00 *
391 Kellogg Joint	72	1,875.00
392 Mullan	12	500.00 *
393 Wallace	28	729.00
394 Avery	0	500.00 *
401 Teton County	119	3,099.00
411 Twin Falls	479	12,473.00
412 Buhl Joint	62	1,614.00
413 Filer	107	2,786.00
414 Kimberly	100	2,604.00
415 Hansen	19	495.00
416 Three Creek Joint Elementary	0	500.00 *
417 Castleford Joint	21	547.00
418 Murtaugh Joint	18	500.00 *
421 McCall-Donnelly Joint	80	2,083.00
422 Cascade	32	833.00
431 Weiser	123	3,203.00
432 Cambridge Joint	16	500.00 *
433 Midvale	16	500.00 *
001C ANSER of Idaho, Inc.	0	500.00 *
001C Hidden Springs Charter School	0	500.00 *
002C Meridian Charter High School, Inc.	42	1,094.00
002C North Star Charter School	0	500.00 *
002C Meridian Medical Arts Charter School	44	1,146.00
025C Pocatello Community Charter School	0	500.00 *
052C Idaho Leadership Academy	21	547.00
055C Blackfoot Charter Community Learning Center	0	500.00 *
084C Sandpoint Charter School	0	500.00 *
131C Idaho Arts Charter School	9	500.00 *
139C Thomas Jefferson Charter School	0	500.00 *
271C Coeur d' Alene Charter Academy	25	651.00
281C Moscow Charter School	0	500.00 *
288C Idaho Distance Education Academy	36	937.00
291C Upper Carmen Charter School	0	500.00 *
331C ARTEC Charter School	56	1,458.00
451 Victory Charter School	0	500.00 *
452 Idaho Virtual Academy	3	500.00 *
453 Richard McKenna Charter School	124	3,229.00
454 Rolling Hills Charter School	0	500.00 *
455 Compass Charter School	0	500.00 *
456 Falcon Ridge Charter School	0	500.00 *
457 Inspire Virtual Charter School	0	500.00 *
458 Liberty Charter School	33	859.00
459 Garden City Community School	0	500.00 *
460 Academy at the Roosevelt Center	0	500.00 *
461 Taylor's Crossing Charter School	0	500.00 *
462 Xavier Charter School	0	500.00 *
463 Vision Charter School	0	500.00 *
464 White Pine Charter School	0	500.00 *
TOTAL	18,587	\$500,000.00

IRSA

TAB 8 Page 4

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

House Bill 669 Appropriations
Public Schools, Section 6

6 SECTION 6. Of the moneys appropriated in Section 3 of this act,
7 \$1,000,000 shall be distributed as follows:
8 (1) \$500,000 shall be distributed to train general education teachers,
9 gifted/talented (G/T) facilitators, administrators and/or parents to better
10 meet the needs of gifted/talented students. One-half (1/2) of these funds
11 shall be allocated pro rata based on each district's prior year total student
12 enrollment compared to the prior year total statewide enrollment. One-half
13 (1/2) of these funds shall be allocated based on the number of gifted/talented
14 students identified and served as indicated on the prior year's December 1
15 child count. The number of gifted/talented students identified for purposes of
16 this section shall not exceed seven percent (7%) of the district's total stu-
17 dent enrollment. No district shall receive less than \$500. Funds shall be dis-
18 tributed upon submission and approval of an application submitted to the State
19 Department of Education demonstrating how in-service training will establish
20 or improve identification and service of gifted/talented students in the five
21 (5) mandated talent areas. The Superintendent of Public Instruction may real-
22 locate any gifted/talented funds that are left unrequested by school districts
23 to all other school districts that have requested gifted/talented funds,
24 according to the distribution formula outlined in this section.
25 (2) Pursuant to the fiscal impact statement for State Board of Education
26 rule, IDAPA 08.02.03, Docket Number 08-0203-0605, \$500,000 shall be distrib-
27 uted to train teachers to provide advanced learning opportunities for stu-
28 dents. The allocation and utilization of such funds shall be determined
29 jointly by the State Board of Education and the Superintendent of Public
30 Instruction, under the administration of the State Department of Education,
31 provided that the funds not be used for state personnel costs.

IDAHO ADMINISTRATIVE CODE
State Board of Education

IDAPA 08.02.03
Rules Governing Thoroughness

106. ADVANCED OPPORTUNITIES (EFFECTIVE JULY 1, 2008).

All high schools in Idaho shall be required to provide Advanced Opportunities, as defined in Subsection 007.01, or provide opportunities for students to take courses at the postsecondary campus. (3-30-07)

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

SUBJECT

Advanced Placement Test Fee Waiver Program

BACKGROUND

In 2000 the Idaho State Board of Education made application for an Advanced Placement Incentive Program (APIP) as the SEA and fiscal agent for the WICHE Western Consortium for Advanced Learning Opportunities (WCALO). When the grant was over the consortium split and each state then made their individual application for the AP Test Fee Waiver funds. During the years the grant was in place (2000 to 2006) and up until now the Board and the Department have worked together in administering the grants. Board staff submitted the grant applications, managed the budgets, contracted with the College Board, and made the payments. Department staff worked with the districts, informed them regarding funding opportunities, and communicated with the counselors.

DISCUSSION

Students just recently completed their AP tests. The high schools inform the College Board which students are eligible for payment for the AP test fees and the College Board then sends OSBE an invoice. The final invoice typically comes about November. At the end of the year we make our final payment to the College Board and report any balance, if any, to the US Department of Education. The Board and Department staff work together to write the application for the next year's funds. While the joint management of the grant has worked well it would be better served if the full oversight and management were the total responsibility of the Department.

STAFF COMMENTS AND RECOMMENDATIONS

It will be an easy transition to transfer all activities for the AP Test Fee Waiver Program from the Board to the Department. When the next application for funding is made the Department will submit the grant application and contract with the College Board without any involvement on the part of the Board.

Currently there is a new APIP grant opportunity to fund training. The Department can make the grant application without the Board and specify the grant project director as someone in the Department.

BOARD ACTION

A motion to transfer all oversight and implementation activities for the Advanced Placement Test Fee Waiver Program to the Department of Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

SUBJECT

Update on the Deaf/Heard of Hearing and Blind or Visually Impaired Delivery Model Recommendations

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section 33-101; 33-3401-3409 Idaho Code.

BACKGROUND

In 2005, the State Board of Education formed a committee to examine issues regarding the education of deaf/hard of hearing students and blind/visually impaired students in the State. The Committee was commissioned to collect and analyze information regarding current services, policies, funding and statutory responsibility and to provide recommendations for improving the delivery of services to this population of Idaho students.

The Idaho State Board of Education's Committee on the Education of the Deaf and the Blind made ten recommendations with additional issues for follow-up. One recommendation was that the State separate educational programs for the deaf/hard of hearing students from educational programs for the blind/visually impaired students.

The recommendation of program separation does not provide specifications of how, where, when or whether the programs could be within one umbrella agency. The recommendations would need Idaho State Board of Education approval. On February 23, 2006 the Board unanimously voted to approve the recommendations provided by the Committee on the Education of the Deaf and the Blind and to direct staff to move forward to implement the recommendations, including proposing revision to legislation, rules, or policies as necessary.

Following the approval of the recommendations, a work group was formed on April, 28, 2006, then a transition committee in December, 2006. Each group concentrated on the individual needs of the population of students it represented. Additionally, each group and the Office of the State Board of Education considered how programs and services could be separated. Factors of consideration included:

- Meeting the needs of the student(s),
- The structure and qualification of administration,
- Efficacy/budget balance.

The committee created a workgroup for further examination and reporting on these issues. They deemed a need for change and for the formation of a Transition Committee to produce 1). Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind/Visually Impaired and Deaf/Hard of Hearing, and 2). A new service delivery model.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired were approved by the State Board of Education on October 11, 2007. The Idaho State Legislature approved the Standards during the 2008 legislative session.

A service delivery model was proposed to the State Board of Education on August 9, 2007. The Board voted unanimously to postpone vote on the agenda item until a later date.

DISCUSSION

In response to Board members' discussion during the meeting in August, 2007 the Office of the State Board of Education (OSBE) has worked on gathering additional information. In doing so, OSBE staff have learned that over the three-year period of time the service delivery model has been analyzed that:

1. Stakeholders are not satisfied with the oversight and investigative process conducted by the State thus far. Stakeholders feel alienated and underrepresented.
2. The study has focused on certain themes rather than the comprehensive state-wide service delivery model and impact of services on the entire state. Blind/visually impaired and deaf/hard of hearing stakeholders have been vying for resources against one another.

To address these issues and to assist the Board in making an informed, thorough decision OSBE staff has written a summative report and will host a Summit July 30 – August 1.

The summative report is a synthesis of the work, reports, and proposals completed thus far. Additionally, the summative report includes an analysis of the federal and state law, a review of our state-wide service delivery model with current data and best-practice information for students who are blind/visually impaired or deaf/hard of hearing.

The summit is a two and a half-day professionally facilitated meeting. The goal of the summit is to provide stakeholders the opportunity to authentically contribute to Idaho's service delivery model for students with sensory impairments. Participants will work as a collaborative team to create a set of recommendations for the State Board of Education. OSBE staff will present the recommendations to the State Board of Education at the August Board meeting.

The summit will be held on July 30-31 and Aug 1. Participants need to attend for the duration of the summit in order to maximize group cohesion and understanding of the complexity of the issues. The design of this summit is not for public testimony, presentations, or proposals to be brought forth. Input, ideas and steps will be generated by participants and agreed upon by the group step-

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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by-step. The facilitators will maintain forward momentum in assisting the participants to have authentic input without repeating the steps taken by committees and informal groups in the past.

Participants will read the summative report prior to the summit. All participants will have a workbook at the summit and will bring their summative report.

ATTACHMENTS

Attachment 1 – Summative Report Executive Summary

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

OSBE staff recommends State Board of Education members participate in the summit. The facilitators feel that if the recommendations are going to be approved that participation during the summit from the Board members is imperative. OSBE staff seeks your assistance in resolution of this matter.

The facilitators are willing to hold a conference call with any or all Board members if you have questions or concerns regarding this matter prior to the summit.

BOARD ACTION

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

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Attachment 1

Executive Summary

The Issue

We need very specialized personnel to provide direct and support services to students with sensory impairments, families, and educational staff. Idaho is challenged in meeting the diverse needs of students with sensory impairments:

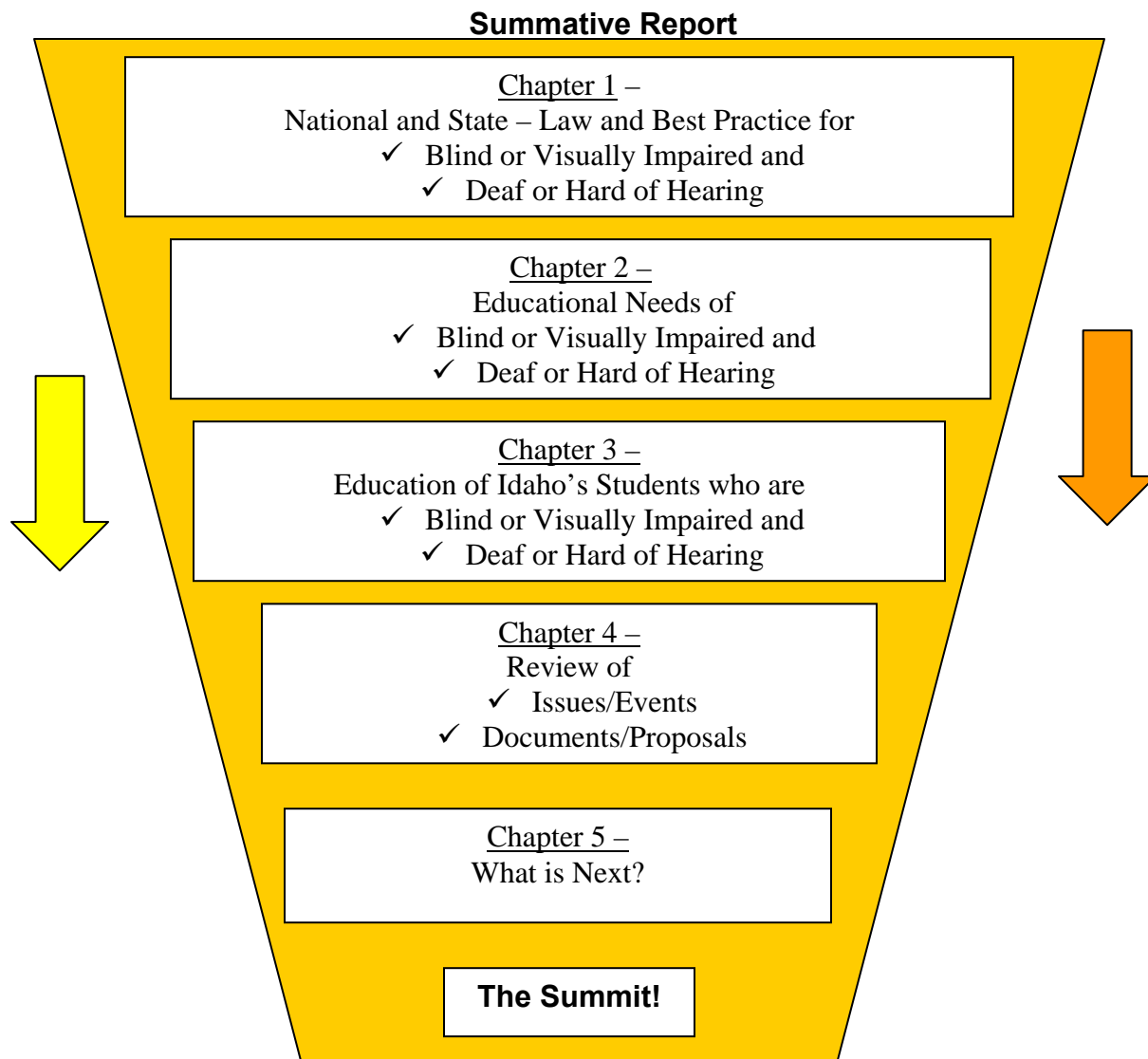
- 1) given the rural nature of our state and the low incidence nature of the population(s),
- 2) the need for more specialized/highly qualified personnel, and the lack of training programs to prepare that personnel, and
- 3) the high cost of the educational services required to meet the individual needs of the students/families and the high cost related to the service delivery structure in place,

We need to further study and gain genuine input from stakeholders to determine how to most effectively meet the needs of our students who are visually impaired or deaf or hard of hearing, including those with additional disabilities or deaf-blindness.

What is the Summative Report?

The summative report is a compilation of materials. It is written to guide the reader from the large picture from the federal level to detail about Idaho's services. This "funneling effect" provides the reader with a large source of information in an organized manner.

Although the educational needs are significantly different, the summative report includes information about the education of students who are blind or visually impaired and students who are deaf or hard of hearing. The report is structured to address the population needs separately, while also addressing issues of relevance simultaneously which relate to both populations.



Since the commencement of the Office of Performance Evaluations Report of the Idaho School for the Deaf and the Blind in 2005, Idaho's service delivery model has been under review by many formal and informal committees. The stakeholders feel uncertain about the future of services. We have a service delivery system in place that continues providing services throughout this controversy. The summative report provides a foundation of:

1. What we are required to do based on Federal and State law,
2. The best practices that guide our profession at a national level,
3. The educational needs of students who are blind or visually impaired and of students who are deaf or hard of hearing,
4. How services are provided in Idaho (What is our service delivery model?)
5. And what will come next?

These chapters outline information critical in forming decisions about the structure of educational service delivery and needs of students.

Chapter one addresses the national law that guides us. It is the Individuals with Disabilities Education Act. The components of the law specifically considered are (a) Free Appropriate Public Education, (b) Least Restrictive Environment, and (c) the Full Continuum of Placement Options. These laws impact the way services are provided within our current service delivery model in Idaho.

Blindness or visual impairments and deafness or loss of hearing are low incidence disabilities. A school district in Idaho may have one student who is deaf or a student with a visual impairment. The staff at the school may not have had previous experience in working with a student who is deaf. The needs of students who are blind or visually impaired or deaf or hard of hearing are explained in chapter two. The impact of a sensory loss on a student is greater than purely academic. The laws that guide us from the federal and state level in addition to an understanding of the needs of the student with a sensory loss create an opportunity for service and placement decisions.

Chapter three reviews the service structure in our State. This chapter gives the face to Idaho. Who receives services, how students qualify, the number of students receiving services, their locations, the service delivery providers and their roles are all linked together.

The fourth chapter is a review of what we have done so far to review our service delivery model. Committees, evaluations, proposals, and other documents have been generated to analyze our structure. We have received recommendations but we have not made decisions other than to continue as we were previously operating with new standards.

And finally, the last chapter discusses the next step in the process: Where do we go from here?

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

SUBJECT

Approval of the Idaho Accountability Workbook

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.03 - Section 112, Accountability

No Child Left Behind Act of 2001. Title IX, Part C, Section 9302 of the Elementary and Secondary Education Act (Public Law 107-110)

Consolidated State Application Accountability Workbook, Pages 2 and 26

BACKGROUND

The No Child Left Behind Act of 2001 requires an overall accountability plan summarizing the implementation status for required elements of the Idaho accountability system. The Consolidated State Application Accountability Workbook (CSAAW) was first submitted in 2003. Contents included in the CSAAW are cited in Board rule, 08.02.03 Rules Governing Thoroughness. The plan is reviewed annually by Board staff. Amendments are submitted each March and approved by the U.S. Department of Education (USDE).

DISCUSSION

Idaho requested two amendments in March of 2008. USDE has communicated verbal approval. Final approval is expected prior to the June 2008 Board meeting. In January 2008, the Board convened a group of Idaho Superintendents to review the Idaho Accountability Plan and offer input. The stakeholders requested that Idaho seed an amendment to revise the process for small schools. The formula used to date is punitive when student populations do not meet the minimum number of 34 for statistical calculations. The revision will allow schools and districts to be evaluated on a three year rolling average or the current year AYP percentage proficient, whichever is higher. Currently these schools are locked into a rolling average that keeps them in the Needs Improvement category even when they are meeting the required percentage proficient in the most recent year of testing.

The second amendment will add an additional year to current targets to offer an additional year of stability as schools and districts adjust to the new test (2007) and new standards (2006).

Principle 3: State definition of AYP is based on expectations for growth in student achievement that is continuous and substantial, such that all students are proficient in reading and mathematics by no later than 2013-2014.

When the plan was written in 2002, the continuous growth plan set the 100% proficiency requirement for the year 2013. The amendment keeps the targets where they are for an additional year and still maintains the requirement of a progression that reaches 100% by 2014.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 19-20, 2008

IMPACT

The impact of the first amendment is a fairer calculation of meeting AYP for small schools and districts. Schools and districts will be able to report the status of their schools accurately and not have sanctions unfairly imposed.

The impact of the second amendment does not take away any accountability for schools and districts. It does, however, offer stability to a system that has undergone much change since 2005.

ATTACHMENTS:

Attachment 1 – Consolidated State Application Accountability Workbook Summary of Proposed Changes Page 3
Attachment 2 – Consolidated State Application Accountability Workbook Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends that the amendment for changing the averaging formula as a corrective measure that will allow the districts to be fairly measured and held accountable.

Staff recommends maintaining correct targets for an additional year to allow our schools and districts an additional year to adjust to the new standards and ISAT test.

Staff recommends that the Board ratify the document, with these two amendments, in its entirety.

BOARD ACTION

A motion to approve the changes in Board Rule to approve the proposed amendments and ratify the entire Consolidated State Application Accountability Workbook.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Attachment 1

Consolidated State Application Accountability Workbook
Summary of Proposed Changes

2007 Approved Language:

Within Idaho there are approximately 51 small schools that do not have a total of 34 students in the tested class levels. For those small schools, the Board and the Idaho State Department of Education (ISDE) will determine AYP using the total subgroup only and averaging the current year's Idaho State Achievement Test (ISAT) test scores plus scores from the previous two years to obtain a more consistent and reliable AYP decision. (Consolidated State Application Accountability Workbook, page 2)

2008 Proposed Language:

Within Idaho there are approximately 51 small schools that do not have a total of 34 students in the tested class levels. For those small schools, the Board and the Idaho State Department of Education (ISDE) will determine AYP using the total subgroup only and averaging the current year's Idaho State Achievement Test (ISAT) test scores plus scores from the previous two years and comparing the results to the current year's scores. The highest score will be used to determine the school's AYP. This approach rewards schools and districts for efforts that result in strong single year achievement gains and minimizes the potential for inaccurately inferring that a school or district has failed to make standards. (Consolidated State Application Accountability Workbook, page 2)

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State of Idaho

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)**

**U. S. Department of Education
Office of Elementary and Secondary Education
Washington, D.C. 20202**



**Idaho State Board of Education
650 West State Street
Boise, Idaho 83720-0037
February 2007**

PART I: Summary of Required Elements for the State Accountability Systems

Summary of Implementation Status for Required Elements of State Accountability Systems

Status	Idaho Statewide Assessment and Accountability Plan Element		Page
Principle 1: All Schools			
F	1.1	Accountability system includes <i>all schools and districts in the state</i> .	1
F	1.2	Accountability system holds <i>all schools to the same criteria</i> .	2
F	1.3	Accountability system incorporates the <i>academic achievement standards</i> .	4
F	1.4	Accountability system provides <i>information in a timely manner</i> .	6
F	1.5	Accountability system includes <i>report cards</i> .	7
F	1.6	Accountability system includes <i>rewards and sanctions</i> .	12
Principle 2: All Students			
F	2.1	The accountability system includes <i>all students</i> .	14
F	2.2	The accountability system has a consistent definition of full academic year.	16
F	2.3	The accountability system properly includes <i>mobile students</i> .	17
Principle 3: Method of AYP Determinations			
F	3.1	Accountability system expects <i>all student subgroups, public schools, and LEAs to reach proficiency by 2013-14</i> .	18
F	3.2	Accountability system has a method for determining whether <i>student subgroups, public schools, and LEAs made Adequate Yearly Progress</i> .	20
F	3.2a	Accountability system establishes a <i>starting point</i> .	23
F	3.2b	Accountability system establishes <i>statewide annual measurable objectives</i> .	25
F	3.2c	Accountability system establishes <i>intermediate goals</i> .	26
Principle 4: Annual Decisions			
F	4.1	The accountability system <i>determines annually the progress of schools and districts</i> .	27

STATUS Legend

F – Final state policy

P – Proposed policy, awaiting Idaho State Board of Education approval

W – Working to formulate policy

Status	State Accountability System Element		Page
<u>Principle 5: Subgroup Accountability</u>			
F	5.1	The accountability system <i>includes all the required student subgroups.</i>	29
F	5.2	The accountability system <i>holds schools and LEAs accountable for the progress of student subgroups.</i>	31
F	5.3	The accountability system includes <i>students with disabilities.</i>	32
F	5.4	The accountability system includes <i>limited English proficient students.</i>	33
F	5.5	The State has determined the minimum number of students sufficient to yield statistically reliable information for each purpose for which disaggregated data are used.	35
F	5.6	The State has strategies to protect the privacy of individual students in reporting achievement results and in determining whether schools and LEAs are making adequate yearly progress on the basis of disaggregated subgroups.	37
<u>Principle 6: Based on Academic Assessments</u>			
F	6.1	Accountability Plan is based primarily on academic assessments.	38
<u>Principle 7: Additional Indicators</u>			
F	7.1	Accountability system includes <i>graduation rate for high schools.</i>	40
F	7.2	Accountability system includes an <i>additional academic indicator for elementary and middle schools.</i>	43
F	7.3	Additional indicators are valid and reliable.	45
<u>Principle 8: Separate Decisions for Reading and Mathematics</u>			
F	8.1	Accountability system holds students, schools and districts separately accountable for <i>reading and mathematics.</i>	46
<u>Principle 9 Plan Validity and Reliability</u>			
F	9.1	Accountability system produces <i>reliable decisions.</i>	47
F	9.2	Accountability system produces <i>valid decisions.</i>	48
F	9.3	State has a plan for addressing changes in assessment and student population.	49
<u>Principle 10: Participation Rate</u>			
F	10.1	Accountability system has a means for calculating the <i>rate of participation</i> in the statewide assessment.	50
F	10.2	Accountability system has a means for <i>applying the 95% assessment criteria to student subgroups and small schools.</i>	51

STATUS Legend

F – Final policy

P – Proposed Policy, awaiting Idaho State Board of Education approval

W – Working to formulate policy

State of Idaho
Consolidated State Application – Accountability Workbook

LEGEND

Assessment	Reference to both the Idaho Standards Achievement Tests and the Idaho Alternative Assessment Test
ADA	Average Daily Attendance
AYP	Adequate Yearly Progress
Board	Idaho State Board of Education
ELP	Education Learning Plan (for LEP students)
FERPA	Family Educational Rights and Privacy Act
IDAPA	Rules adopted under the Idaho Administrative Procedures Act; rules are enforceable as law in the state.
Indicators	Assessment, participation rate, graduation rate, proficiency rate, additional academic indicator
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Education Plan (for special education students)
ISDE	Idaho State Department of Education
LEA	Local Education Agency (local school district)
LEP	Limited English Proficiency
NCES	National Center for Educational Statistics
NCLB	No Child Left Behind Act of 2001
NWEA	Northwest Evaluation Association
NWREL	Northwest Regional Education Laboratory
Plan	Idaho Statewide Assessment and Accountability Plan
SEA	State Education Agency

State of Idaho
Consolidated State Application – Accountability Workbook

PART II: State Response and activities for Meeting State Accountability System Requirements

PRINCIPLE 1. A single statewide Accountability System applied to all public schools and LEAs.

1.1 How does the State Accountability System include every public school and LEA in the State?

Each Idaho public school and Local Education Agency (LEA) is required to make Adequate Yearly Progress (AYP) and is included in the Idaho Statewide Assessment and Accountability Plan (Plan). The requirement to participate is specified in the Board approved Plan incorporated into Idaho Administrative Code (IDAPA) 08.02.03. AYP determinations for all public schools and districts have been made since summer 2003 based on the spring Idaho Standards Achievement Tests (ISAT) test scores.

For the purpose of determining AYP, Idaho public schools are defined as those elementary and secondary schools established and maintained at public expense through the total basic foundation program/state aid formula described in Idaho Code §33-1002 and governed by the Idaho State Board of Education described in Idaho Code §33-116. Schools that are accredited will receive an AYP determination. Programs not accredited will be included with the sponsoring accredited school. For the purposes of AYP determination, an elementary school is one that has a grade configuration that may include grades K-4 but does not contain grade 8 or higher. A middle school is a school that does not meet the definition of an elementary school and contains grade 8 but does not contain grade 12. A high school is any school that contains grade 12. The LEA is defined as the local school district or a public charter school designated as an LEA.

The accountability of public schools without grades assessed by this system (i.e., K-2 schools) will be based on the third grade test scores of the students who previously attended the associated feeder school.

Within Idaho there are approximately 51 small schools that do not have a total of 34 students in the tested class levels. For those small schools, the Board and the Idaho State Department of Education (ISDE) will determine AYP using the total subgroup only and averaging the current year's Idaho State Achievement Test (ISAT) test scores plus scores from the previous two years to obtain a more consistent and reliable AYP decision.

Evidence:

Idaho Code §§33-116 and 33-1002

Idaho Administrative Code (IDAPA) 08.02.03

1.2 How are all public schools and LEAs held to the same criteria when making an AYP determination?

The baseline for AYP was calculated using scores from the spring 2003 administration of the ISAT. Achievement tests for reading/language arts and mathematics for grades 4, 8, and 10 were introduced in Spring 2003. Achievement tests for grades 3 and 7 were added in 2004. Tests for grades 5 and 6 followed in 2005. The system of assessment is defined in IDAPA 08.02.03.111, Rules Governing Thoroughness, State Board of Education.

The rule includes the state content assessments in the required subjects, participation rate requirements, a graduation rate for high schools, and a third indicator for elementary and middle schools. Under direction of the Board, ISDE uses the Plan to identify schools in need of improvement. In terms of accountability, the Board-approved Plan leads to AYP determination based on:

- An incremental increase of students in the aggregate and each subgroup scoring at proficiency. Scores from the spring 2003 ISAT test determined the baseline.
- A minimum of ninety-five percent (95%) of all students and each subgroup at the time of test-taking participating in the statewide assessment (ISAT and the Alternate Assessment or a three-year average of rates of participation.)
- A student performance rate for elementary and middle schools determined by the Board that indicates improvement by students over the rate from the preceding year or meeting the annual target on the state language usage test. See Section 7.2.
- The Board has adopted a student graduation rate target of 90% by 2012-13 for high schools with an annual rate improvement from present through 2013. Capability to disaggregate graduation rate begins in the 2006-2007 school year.

All Idaho public schools and LEAs are systematically judged on the basis of the same criteria when making an AYP determination.

For the purpose of determining AYP, Idaho public schools are defined as those elementary and secondary schools established and maintained at public expense through the total basic foundation program/state aid formula described in Idaho Code §33-1002 and governed by the Idaho State Board of Education (Idaho Code §33-116). For the purposes of AYP determination, an elementary school is one that has a grade configuration that may include grades K-4 but does not contain grade 8 or higher. A middle school is a school that does not meet the definition of an elementary school and contains grade 8 but does not contain grade 12. A high school is any school that contains grade 12. The LEA is defined as the local school district or public charter school designated as an LEA.

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The accountability of public schools without grades assessed by this system (i.e., K-2 schools) will be based on the third grade test scores of the students who previously attended that feeder school.

All students with disabilities in Idaho public schools as defined under Section 602(3) of the Individuals with Disabilities Education Act (IDEA) will participate in the Plan. The Individualized Education Program (IEP) team will determine how students with disabilities will participate in the Plan. The Idaho Alternate Assessment (approved following peer review in 2006) yields reading and mathematics assessment results for inclusion in AYP determination.

Students' scores from the Idaho Alternate Assessment are aggregated with those from the ISAT for all students and each subgroup. See Section 5.3 for a description of the process that was developed to aggregate the scores from the Idaho Alternate Assessment with those from the ISAT for the school, LEA, and state results.

Idaho has identified four performance levels (See Section 1.3) for the ISAT. ISAT is comprised of custom-developed, computer-adaptive assessments that include multiple measures in the areas of reading and mathematics. The ISAT tests were first administered in grades 4, 8, and 10 in 2003. By the 2004-2005 school year Idaho was testing in grades 3 through 8 and in grade 10. For purposes of determining AYP, only the grade-level tests are used.

All of the required subgroups, including students with disabilities and LEP students, who are enrolled in a public school for a full academic year will be included in the performance measures that determine AYP and accreditation status of schools. LEP students who are enrolled in their first 12 months of school in the United States may take the English Proficiency test in lieu of the reading/language arts ISAT but will be required to take the math ISAT with accommodations or adaptations as determined by their English Learning Plan (ELP). These students are included in the participation rates but not in the proficiency calculations for their first administration of the ISAT as allowed by federal flexibility.

Evidence:

Idaho Code §§33-116 and 33-1002
IDAPA 08.02.03

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1.3 Does the State have, at a minimum, a definition of *basic, proficient, and advanced* student achievement levels in reading/language arts and mathematics?

Idaho has defined four levels of student achievement for the ISAT: Advanced, Proficient**, Basic, and Below Basic. A general description of each of the levels is listed below:

- **Advanced** Student demonstrates thorough knowledge and mastery of skills that allows him/her to function independently above his/her current educational level.
- **Proficient** Student demonstrates thorough knowledge and mastery of skills that allows him/her to function independently on all major concepts and skills at his/her educational level.
- **Basic** Student demonstrates basic knowledge and skills usage but cannot operate independently on concepts and skills at his/her educational level. Requires remediation and assistance to complete tasks without significant errors.
- **Below Basic** Student demonstrates a significant lack of knowledge and skills and is unable to complete basic skills or knowledge sets without significant remediation.

All of the ISAT assessments are aligned to the content standards. For the content standards in reading and mathematics, performance level descriptors by subject by grade have been developed to describe what students know and are able to do at each of the four proficiency levels in each subject in each grade.

Achievement standards (cut scores) for each performance level at each grade level have been set and approved by the Board. These scores are applied uniformly for all students in all public schools.

	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 10
Reading							
Advanced	212	219	225	229	233	236	239
Proficient	193	199	204	208	211	213	219
Basic	181	190	195	200	206	208	215
Below Basic	180 and below	189 and below	194 and below	199 and below	205 and below	207 and below	214 and below

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Math							
Advanced	214	224	235	239	243	250	258
Proficient	202	211	218	224	228	233	241
Basic	189	199	205	214	220	226	235
Below Basic	188 and below	198 and below	204 and below	213 and below	219 and below	225 and below	234 and below
Language Usage							
Advanced	207	214	221	225	228	232	234
Proficient	194	201	208	212	215	219	222
Basic	186	193	200	204	207	211	213
Below Basic	185 and below	192 and below	199 and below	203 and below	206 and below	210 and below	212 and below

****Idaho has set the proficient level to meet the proficient level specified in *No Child Left Behind*.**

Evidence:

Idaho State Board of Education action March 2003

IDAPA 08.02.03.111

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1.4 How does the State provide accountability and adequate yearly decisions and information in a timely manner?

Idaho will provide decisions about AYP in time for LEAs to implement the required provisions of *No Child Left Behind* before the beginning of the subsequent academic year.

For the purpose of determining AYP, the State Board will ensure that results of the state academic assessment will be available to the LEAs in a timely manner. (See Chart 1.)

Chart 1. Timeline

Timeline	Activity
Mid-April to Mid-May Test Administration Window (annually)	Statewide assessment administration
Throughout the testing window (annually)	Collection of information on students enrolled for full academic year
Six to eight weeks from Assessment Administration	Assessment vendor required to provide assessment results to the Board
June (annually)	Schools receive aggregate assessment results
July (annually)	Schools are notified of preliminary AYP status
Before the first day of school	LEA notification to parents regarding school choice and supplemental services
No later than thirty days after preliminary identification of schools/LEAs not meeting AYP (annually)	School/LEA appeals process begins Challenged agency renders final determination in response to appeal

AYP determinations are final at the close of the appeals window. When schools and districts receive preliminary determinations and determine they will not be challenging the determination, they then know what the final determination will be and can immediately prepare and the required notifications.

Evidence:

IDAPA 08.02.03.112

1.5 Does the Idaho State Accountability System produce an annual State Report Card?

Yes. The Idaho State Department of Education produces an annual School Report Card that includes the required state information and also information on every LEA and school. LEAs are required to complete LEA report cards and ensure school-level report cards are produced. To aid LEAs and schools, the department provides templates to assist in meeting the required report card elements.

The state releases accountability reports, assessment data, graduation, and other information as it becomes available for the state, districts, and schools and then incorporates that information into the single State Report Card format in the fall of each year.

The State and LEA School Report Cards include the required assessment, accountability, and teacher quality data as outlined below:

Assessment Data

The State School Report Card includes detailed assessment reports for the state, all LEAs, and all schools from the Idaho Standards Achievement Tests (ISAT) in reading, math, and language taken by students each spring.

The state phased in its assessments required under the Elementary and Secondary Education Act (ESEA) over a three year period. The 2004-05 Report Cards includes the full range of assessments in grades 3-8 and 10th grade. The 2007-08 Report Card will include results from the science assessment.

The assessment reports are different from the accountability reports in several ways:

1. The minimum “n” for reporting results is 10 for all students and subgroups.
2. The reports are by grade level.
3. The reports include all students tested, not just those enrolled for a full academic year.

For each grade and subject tested, the State School Report Card includes --

1. Information on the percentage of students tested. This information is disaggregated by the following subgroups:

- All Students
- Major Racial & Ethnic groups
- Students with Disabilities
- Limited English Proficient
- Economically Disadvantaged
- Migrant

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Gender

2. Information on student achievement at each proficiency level. In Idaho, the proficiency levels are: advanced, proficient, basic, below basic; the data is disaggregated by the following subgroups:

All Students
Major Racial & Ethnic groups
Students with Disabilities
Limited English Proficient
Economically Disadvantaged
Migrant
Gender

3. The assessment data include the most recent 2-year trend data in student achievement for each subject and for each grade it is available.

Accountability Data

The state Report Card includes required accountability data for the state, its LEAs, and all schools, including a comparison between student achievement levels and the state's annual measurable objectives in reading and math, and data on student performance on the state's additional academic indicators used in making adequate yearly progress (AYP) determinations, and information on districts and schools making AYP.

Specifically, the State Report Card includes:

1. A comparison between the actual achievement levels and the State's annual measurable objectives in reading and mathematics for the following subgroups:

All Students
Major Racial & Ethnic Groups
Students with Disabilities
Limited English Proficient
Economically Disadvantaged

2. A comparison between the actual participation rate and the State's annual measurable objective of 95 percent tested for the following subgroups:

All Students
Major Racial & Ethnic Groups
Students with Disabilities
Limited English Proficient
Economically Disadvantaged

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3. Information on the third academic indicator used by the State for AYP determinations. (See Sections 7.1 and 7.2 for descriptions.) The information is disaggregated for the following groups:

All Students
Major Racial & Ethnic Groups
Students with Disabilities
Limited English Proficient
Economically Disadvantaged

The state reports aggregate graduation and drop out rates for the State, its LEAs that graduate students, and all high schools. Beginning with the 2006-2007 school year the department reports disaggregated information for the following groups:

All Students
Major Racial & Ethnic Groups
Students with Disabilities
Limited English Proficient
Economically Disadvantaged

4. The State Report Card also includes the following accountability information:
- Adequate Yearly Progress determinations for each LEA and school.
 - A list of schools identified for improvement and the sanctions each faces
 - A list of LEAs identified for improvement and the sanctions each faces
5. The state Report Card goes beyond the federal requirements and includes important student safety information for the state, its LEAs and all schools. Those indicators include the number of incidents of:
- Substance (Tobacco, Alcohol, Other Drugs) Distribution, Use, and Possession on campuses
 - In-School and Out-of-School Suspensions
 - Truancies, Expulsions, and Fights on campuses
 - Insubordination, Harassment, Bullying, and Vandalism on campuses
 - Weapons, and non-firearm weapons on campuses
 - Data on violent crimes that committed on their campuses used to identify “persistently dangerous” schools.

Teacher Quality Data

The Idaho State Report Card includes Teacher Quality Data in three areas:

1. The professional qualifications of all public elementary and secondary school **IRSA** teachers in the State, as defined by the State; **TAB 12 Page 17**

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2. The percentage of all public elementary and secondary school teachers teaching with emergency or provisional credentials; and
3. The percentage of classes in the State taught by highly qualified teachers (as the term is defined in Section 9101(23) of the ESEA), percentage of classes in the State not taught by highly qualified teachers, in the aggregate and disaggregated by high-poverty compared to low-poverty schools which (for this purpose) means schools in the top quartile of poverty and the bottom quartile of poverty in the State.

Dissemination

State dissemination

The ISDE produces two forms of its State School Report Card. The first is an interactive web-based version and the second is a more traditional paper version, which is posted on the ISDE website. In addition, the ISDE publishes its State Report Card in its quarterly newsletter, which is mailed to approximately 16,000 policy makers, teachers, administrators, school board members, and parents. Results from the National Assessment of Educational Progress are reported as applicable.

The State School Report Card web version is available in Spanish.

LEA dissemination

The State Department of Education publishes web-based assessment and accountability reports for each LEA and every school. The department also provides templates to assist districts in meeting the federal reporting requirements.

The templates available for LEA and school use are available at:
<http://www.sde.state.id.us/dept/administrators.asp#School> and include:

District Report Card Templates

Cover Page (Word)
AYP Indicator Report (WORD)
AYP Assessment Report (EXCEL)

Elementary Report Card Templates

Cover Page (Word)
AYP Indicator Report (WORD)
AYP Assessment Report (EXCEL)

Middle/Junior High Report Card Templates

Cover Page (Word)
AYP Indicator Report (WORD)
AYP Assessment Report (EXCEL)

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High School Report Card Templates

Cover Page (WORD)
AYP Indicator Report (WORD)
AYP Assessment Report (EXCEL)

The report card requirement for LEAs and schools also has been incorporated into the state's accreditation system and is monitored through that program starting with the 2004-05 data.

The templates available for LEA and school use are available at:
<http://www.sde.state.id.us/dept/administrators.asp#School> and include:

District Report Card Templates

Cover Page
Adequate Yearly Progress (AYP) Indicator Report
AYP Assessment Report

Elementary Report Card Templates

Cover Page
AYP Indicator Report
AYP Assessment Report

Middle/Junior High Report Card Templates

Cover Page
AYP Indicator Report
AYP Assessment Report

High School Report Card Templates

Cover Page
AYP Indicator Report
AYP Assessment Report

Evidence: The Idaho State Report Card with accountability and assessment information for the state, its LEAs, and all schools is available at
<http://www.sde.state.id.us/ipd/reportcard/SchoolReportCard.asp>.

The requirement for LEA and school report cards is identified in the accreditation procedures provided to districts and schools in Fall 2005 and available at:
<http://www.sde.state.id.us/accreditation/docs/Comparison.pdf>

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1.6 How does the State Accountability System include rewards and sanctions for public schools and LEAs?

Idaho developed annual measurable objectives determined by the computations for AYP during the transition period of 2002-03. Beginning in 2002-2003, Idaho administered the ISAT assessments to determine AYP for Idaho school systems. The system of assessment is defined in IDAPA 08.02.03.111, Rules Governing Thoroughness, State Board of Education.

Idaho's current Statewide Assessment and Accountability Plan is reflected in a state accountability system that includes rewards and sanctions for public schools and LEAs. The Board approved the plan in 2003 and the State Legislature approved it in 2004. The plan prescribes consequences for schools/LEAs that do not meet accreditation standards. These consequences range from development of a School Improvement Plan to possible state takeover of the school or LEA. In addition, all Idaho Title I public schools and Idaho Title 1 districts are subject to the requirements of Section 1116 of NCLB. (See Chart 2: Idaho School and LEA Sanctions)

Chart 2: Idaho School and LEA Sanctions

Not Meeting AYP After	Schools	LEAs
Year 1 & 2	Identified as not achieving AYP	Identified as not achieving AYP
Year 3	School Improvement <ul style="list-style-type: none"> • Technical Assistance from LEA • Choice • Intervention School Improvement Planning • Supplemental Services for eligible students in reading and math if choice not available 	LEA Improvement <ul style="list-style-type: none"> • Technical Assistance from SDE • Develop an Intervention Improvement Plan
Year 4	School Improvement <ul style="list-style-type: none"> • Choice • Supplemental Services • Previous year sanctions plus • Implementation of Intervention School Improvement Plan 	LEA Improvement <ul style="list-style-type: none"> • Technical Assistance • Implement the Intervention Improvement Plan
Year 5	School Improvement <ul style="list-style-type: none"> • Previous year sanctions plus • Corrective Action 	Corrective Action Planning <ul style="list-style-type: none"> • Technical Assistance from SDE
Year 6	School Improvement <ul style="list-style-type: none"> • Continue previous sanctions • Develop a Restructuring Plan 	Corrective Action Implementation <ul style="list-style-type: none"> • Technical Assistance from SDE
Year 7	School Improvement <ul style="list-style-type: none"> • Continue previous sanctions • Implement Alternative Governance 	

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Distinguished Schools. The State Board of Education may recognize as “Distinguished Schools,” the top five percent (5%) of schools exceeding the Idaho Adequate Yearly Progress (AYP) intermediate targets listed in Subsection 112.02 and significantly reducing the gaps between subgroups listed in Subsection 112.03.d.

Additional Yearly Growth (AYG) Award. Schools demonstrating improved proficiency levels of subpopulations or in the aggregate by greater than ten percent (10%) will be considered to have achieved AYG. The school must have achieved Adequate Yearly Progress (AYP) to be eligible for this award.

Evidence:

IDAPA 08.02.03, Section 113
Idaho Request for Proposal for Supplemental Services Providers
State of Idaho - Approved List of Supplemental Services Providers
State Board approved Accountability Procedures

PRINCIPLE 2. All students are included in the State Accountability System.

2.1 How does the State Accountability System include all students in the State?

All Idaho public schools and LEAs are systematically judged on the basis of the same criteria when making an AYP determination using data collected through the test enrollment process by the technical vendor overseen by ISBE.

The state contractor will use a web-based data collection system to collect data for all subpopulations included in NCLB requirements. This data will be included in reports prepared by Northwest Evaluation Association (NWEA) and the Bureau of Technology Services, to create reports for the schools, LEAs, and state for AYP determination.

For the purpose of determining AYP, Idaho public schools are defined as those elementary and secondary schools established and maintained at public expense through the total basic foundation program/state aid formula outlined in Idaho Code §33-1002 and governed by the Idaho State Board of Education (Idaho Code §33-116). For the purposes of AYP determination, an elementary school is one that has a grade configuration that may include grades K-4 but does not contain grade 8 or higher. A middle school is a school that does not meet the definition of an elementary school and contains grade 8 but does not contain grade 12. A high school is any school that contains grade 12. The LEA is defined as the local school district or a public charter school designated as an LEA.

The accountability of public schools without grades assessed (i.e., K-2 schools) will be based on the third grade test scores of the students who previously attended the associated feeder school.

All Idaho school students with disabilities as defined under section 602(3) of the Individuals with Disabilities Education Act (IDEA) amendments of 1997 and Board policy will participate in the Plan. The Individualized Education Program (IEP) team will determine how students with disabilities will participate in the Plan (i.e., ISAT or Idaho Alternate Assessment Program) as defined in Board policy. The Idaho Alternate Assessment will yield reading and mathematics assessment results for inclusion in AYP determination.

Idaho's assessment window includes five calendar weeks. The first four weeks of the testing window are considered the test administration window and the fifth week is considered the make-up window.

All LEP students in Idaho public schools are required to participate in the Plan. LEP, when used with reference to individuals, denotes:

- Individuals whose native language is a language other than English.

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- Individuals who come from environments where a language other than English is dominant.
- Individuals who are American Indian and Alaskan natives and who come from environments where a language other than English has had a significant impact on their level of English language proficiency, and who, by reason thereof, have sufficient difficulty speaking, reading, writing, or understanding the English language to deny such individuals the opportunity to learn successfully in classrooms, where the language of instruction is English.

For accountability purposes, all LEP students are included. LEP students, who receive a score in the low range on the State Board of Education approved language acquisition proficiency test and have an Education Learning Plan (ELP), shall be given the ISAT with accommodations or adaptations as outlined in the ELP. For AYP purposes students can be categorized as LEP students for two (2) years after testing proficient on the language proficiency test and exiting the LEP program. LEP students who do not have an ELP or a language acquisition score will be given the regular ISAT without accommodations or adaptations. LEP students who are enrolled in their first year of school in the United States may take the English Proficiency test in lieu of the reading/language usage ISAT but will still be required to take the math ISAT with accommodations or adaptations as determined by the ELP and language proficiency score. Their participation will count positively in the 95% participation requirement for both the reading and math assessment. However, neither the math nor reading scores will be counted in the proficiency calculations.

All of the required subgroups, including students with disabilities and LEP students within the flexibility parameters allowed by the US Education Department, who are enrolled in an Idaho public school for a full academic year, will be included in the performance level measures that determine AYP and accountability status of schools.

Evidence:

Idaho Code §§33-116 and 33-1002
IDAPA 08.02.03

2.2 How does the State define “full academic year” for identifying students in AYP decisions?

As defined in Board Rule, the following students are to be included in the Plan through the completion of a full academic year.

For inclusion in AYP determination

A student who is enrolled continuously in the same public school from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the spring testing administration period will be included in the calculation to determine if the school achieved AYP. A student is continuously enrolled if s/he has not transferred or dropped-out of the public school. Students who are serving suspensions/expulsions are still considered to be enrolled students. A student who is enrolled continuously in the LEA from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the spring testing administration period will be included when determining if the LEA has achieved AYP. A student who is enrolled continuously in a public school within Idaho from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the spring testing administration period will be included when determining if the state has achieved AYP.

Evidence:

IDAPA 08.02.03, Section 112.03

2.3 How does the State determine which students have attended the same public school and/or LEA for a full academic year?

The following definition of students to be included in the Plan through the completion of a full academic year has been developed by a statewide citizen committee appointed by the Board and will be included in the Plan.

For inclusion in AYP determination

All of the following student subgroups are held accountable to the AYP indicators:

- A student who is enrolled continuously in the same public school from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the spring testing administration period will be included in the calculation to determine if the school achieved AYP. A student is continuously enrolled if he/she has not transferred or dropped-out of the public school. Students who are serving suspensions are still considered to be enrolled students. Students who are expelled but return to another school in the same district are considered continuously enrolled to determine the district AYP.
- A student who is enrolled continuously in the LEA from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the spring testing administration period will be included in the calculation to determine if the LEA achieved AYP.
- A student who is enrolled continuously in the state from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the spring testing administration period will be included in the calculation to determine if the state achieved AYP.

Evidence:

IDAPA 08.02.03

PRINCIPLE 3. State definition of AYP is based on expectations for growth in student achievement that is continuous and substantial, such that all students are proficient in reading and mathematics by no later than 2013-2014.

3.1 How does the state's definition of Adequate Yearly Progress require all students to be proficient in reading and mathematics by the 2013-2014 school year?

Idaho's definition of AYP requires all students to be proficient in reading and mathematics by the end of the 2012-13 school year. It also requires all students and each subgroup to be held accountable to meet all of the academic indicators used to measure AYP (percent proficient in reading and mathematics; percent of participation in the assessments). Graduation rate for secondary schools and an additional academic indicator for elementary and middle schools will also be used to determine if a school has made AYP. (See Chart 3.) For 2006-2007 the proxy for disaggregation of high school subgroups will be based on the individual district's choice of third academic indicator for elementary and middle schools.

Chart 3. Accountability Subgroups and Academic Indicators

	Academic Indicators		Participation Rate		Graduation / Additional Academic Indicator *
	Reading % Meeting Standard	Mathematics % Meeting Standard	Reading	Mathematics	
All Students					
Economically Disadvantaged					
American Indian/Alaskan Native					
Asian					
Black/African American					
Native Hawaiian/Other Pacific Islander					
White					
Hispanic or Latino Ethnicity					
Students with Disabilities					
LEP Students					

* The school and LEA will not be required to disaggregate graduation rate and the additional academic indicator data into the subgroups for accountability unless the school and LEA are using the "Safe Harbor" provision to achieve AYP.

All subgroups identified in Chart 4 will be held accountable for the academic indicators of reading and mathematics participation rate. Graduation rate disaggregation will be available for AYP determination in the 2006-2007 school year. Idaho uses spring 2002

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2003 ISAT scores as the baseline for calculating AYP. A timeline was established for public schools to reach the goal of 100% of students proficient in reading and mathematics by the end of the 2012-13 school year. Annual intermediate goals were established beginning in the 2004–05 school year with subsequent goals in 2006-07, 2008-09 and 2010-11 to assure increases in the percent of students proficient in reading and mathematics.

The first increase occurred in 2004-05, followed by incremental increases to assure that Idaho public schools and LEAs meet the goal of 100% proficiency in 2013-14. Setting 2004-05 as the date for the first expected increase corresponds with the expected impact of current state interventions at the elementary level using research-based reading strategies and professional development initiatives.

	2002-03 2003-04	2004-05 2005-06	2006-07 2007-08	2008-09 2009-10	2010-11 2011-12	2012-13
Reading	66%	72%	78%	84%	92%	100%
Math	51%	60%	70%	80%	90%	100%
Language Usage	66%	72%	78%	84%	92%	100%

GROWTH OBJECTIVE (“Safe Harbor” Provision)

If any student subgroups do not meet or exceed the Idaho’s annual measurable objectives, the public school or LEA may be considered to have achieved AYP if the percent of students in the non-proficient subgroup:

1. Decreased by 10% from the preceding school year on the reading and mathematics indicators, as applicable,
2. Made progress on one or more of the other indicators, or is at/above the target goal for that indicator, and
3. Attained a 95% participation rate

Evidence: Board action August 2006

3.2 How does the State Accountability System determine whether each student subgroup, public school, and LEA achieves AYP?

The Plan bases the annual determination of whether each subgroup, public school, and LEA achieves AYP on the achievement of all students, including the following subgroups:

1. Economically disadvantaged
2. Racial/ethnic
3. Students with disabilities
4. Limited English Proficient

Idaho's AYP calculation also incorporates additional academic indicators of graduation rate (for secondary schools) and for elementary and middle schools beginning in the 2004-2005 school year the third indicator described in Section 7.2. For 2006-2007 the proxy for disaggregation of high school subgroups will be based on the individual district's choice of third academic indicator for elementary and middle schools. (See Chart 4.)

(NOTE: For accountability purposes, the requirement to disaggregate graduation rate and growth index data into the subgroups is effective on when the public school or LEA must use the "Safe Harbor" provision to achieve AYP.)

Idaho will use a decreasing trend calculation under the "Safe Harbor" provision to identify schools that failed to achieve AYP by the method outlined in Chart 4. An Idaho public school or LEA may be considered to have achieved AYP if the percent of students in the non-proficient subgroup:

Part 1: Decreased by 10% from the preceding school year,

Part 2: Made progress on the additional academic indicators, or is at/above the target for that academic indicator, and

Part 3: Attained a 95% participation rate

An LEA is identified for improvement when it misses AYP in the same subject and same grade span for two consecutive years, or misses the other academic indicator in the same grade span for two consecutive years.

Beginning in 2002-2003 Idaho introduced the ISAT in grades 4, 8, and 10. With this phased-in introduction, many subgroups did not appear to have missed a target in reading or math because there were less than 34 students (see section 5.5). With the

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introduction of more grades, more subgroups now have 34 or more students. To avoid the over-identification of schools and districts in “need of improvement,” Idaho will apply safe harbor (the reduction of not proficient students by 10%) to subgroups’ results from 2003 even when the “n” is less than 34.

- The safe harbor formula used is

$$\frac{\% \text{ of not proficient students, year 1} - \% \text{ of not proficient students, year 2}}{\% \text{ of not proficient students, year 1}}$$
- Idaho will use the % of not proficient students in year 1 even when “n” is less than 34
- The “n” for year 2 data must be equal to or greater than 34

Completion of the introduction of the ISAT in grades 3-8 and 10 significantly reduced the use of data from groups less than 34 to apply Part 1 of safe harbor.

Chart 4. “Safe Harbor” Provision for AYP Determination with Accountability Subgroups and Indicators

	Academic Indicators		Participation Rate		Graduation / Additional Academic Indicator*
	Reading % Meeting Standard	Mathematics % Meeting Standard	Reading	Mathematics	
	Decrease by 10% that percent of students not proficient from the preceding year in the school	Decrease by 10% that percent of students not proficient from the preceding year in the school	Attained a 95% Participation Rate	Attained a 95% Participation Rate	Meets or shows progress toward this indicator by that subgroup
All Students					
Economically Disadvantaged					
American Indian/Alaskan Native					
Asian					
Black/African American					
Native Hawaiian/Other Pacific Islander					
White					
Hispanic or Latino Ethnicity					
Students with Disabilities					
LEP Students					

* The requirement to disaggregate graduation rate and additional academic indicator data into the subgroups for accountability is effective only when the public school and LEA must use the “Safe Harbor” provision to achieve AYP. **TAB 12 Page 29**

The state contractor, now Data Recognition Corporation, will employ its current web-based system to collect and report data for all subgroups.

Evidence:

Board action August 15, 2003
IDAPA 08.02.03, §114.07

3.2a What is the State's starting point for calculating Adequate Yearly Progress?

Idaho used student scores from the Spring 2002-2003 school year ISAT test for the starting point to calculate AYP. Based on those scores, Idaho set separate starting points for reading and mathematics for public schools with the goal of having a common starting point statewide for all public schools with similar grade configurations based on the ISAT. These averages were used to determine intermediate goals and annual measurable objectives.

Calculating the Starting Point for AYP

Because it provided the higher starting point of two options, the following method was used for establishing the starting point for AYP.

- Rank all Idaho public schools in order according to the percent of students who scored at the proficient level or above in reading in Spring 2003. The same process was used to calculate the starting point for mathematics. (In Steps 1 through 5, references are made to Chart 5, Example A, found on the following page.)
 1. In a chart similar to Example A, record the total students in the enrollment records for each school after they have been ordered based on the percent of students who scored at the proficient level or above.
 2. Beginning with the school with the smallest percent of proficient students in reading, calculate the cumulative enrollment. Referring to Example A, the cumulative enrollment for School X is 397 {200 (School Z) + 65 (School Y) + 132 (School X)}.
 3. Multiply the total student enrollment for Idaho public schools (top cumulative enrollment number) by 20 percent (.20) to find 20 percent of the total student enrollment. In the example, 20 percent of 1619 is 323.8. Rounding yields 324.
 4. Count up from the school with the smallest percent of students proficient in reading to identify the public schools whose combined school populations represent 20 percent of the total student enrollment (cumulative enrollment). From Example A, 20 percent of the total student enrollment is 324. To reach this number, the student populations from School X, School Y, and School Z are combined.
 5. Use the percent of students who scored at the proficient level in reading and mathematics from the public schools identified in Step 4. This percent is the minimum starting point for reading and mathematics. In Chart 5, Example A, the minimum starting point is 30 percent (the percent of proficient students at School X).

Chart 5. Example

School Name	Percent of Students Proficient in Reading and Math	Total students in enrollment records	Cumulative enrollment
School A	54 %	235	1619 (1384 + 235)
School B	40 %	400	1384 (984 + 400)
School W	38 %	587	984 (397 + 587)
School X	30 %	132	397 (265 + 132)
School Y	29 %	65	265 (200 + 65)
School Z	20 %	200	200

Evidence:

Board action, August 15, 2003

3.2b What are the State's annual measurable objectives for determining Adequate Yearly Progress?

Idaho has established annual measurable objectives/intermediate goals for reading and mathematics. These goals/objectives will identify a single percent of students who must meet or exceed the proficient level of performance on the ISAT and the Idaho Alternate Assessment.

Idaho has set annual measurable objectives/intermediate goals separately for reading and mathematics. Beginning in 2003-2004 the annual intermediate goals/objectives will be used to determine AYP and serve as a guide to public schools in reaching the target goal by the end of the 2012-13 school year. The goals/objectives are the same for all public schools and LEAs for each grade configuration. The goals/objectives may be the same for more than one year. Idaho has set the goals/objectives and will use them to determine AYP for each public school and LEA by each student subgroup through 2012-13. (Refer to Section 3.1.)

	2002-03 2003-04	2004-05 2005-06	2006-07 2007-08	2008-09 2009-10	2010-11 2011-12	2012-13
Reading	66%	72%	78%	84%	92%	100%
Math	51%	60%	70%	80%	90%	100%
Language Usage	66%	72%	78%	84%	92%	100%

Evidence:

Board action, August 15, 2003

3.2c What are the State's intermediate goals for determining Adequate Yearly Progress?

Idaho has set intermediate goals that will be applied to all school configurations (elementary, middle, and high school) by allowing multiple years at a specific target level. These targets lead to the ultimate goal of having 100% of students proficient in 2012-13. See chart in Section 3.2b (Previous page).

Evidence:

Board action August 2006

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PRINCIPLE 4. State makes annual decisions about the achievement of all public schools and LEAs.

4.1 How does the State Accountability System make an annual determination of whether each public school and LEA in the State makes AYP?

Idaho makes annual determinations of AYP for all public schools and LEAs. Idaho Code requires that ISDE publish an annual report of school, LEA, and state performance. Idaho Code § 33-4502 and IDAPA 08.02.03, Section 112, require annual decisions before the beginning of each school year regarding school performance.

Information used for AYP determination includes:

- The proficiency status of each student tested in the state based on the assessment results for the student. (Each student will have a total mathematics and a reading score and students' proficiency will be determined for each test as provided by the testing company contracted to score and report test results.)
- Whether each student has completed a full academic year at the school, LEA, or state level as determined by a comparison of the roster of students enrolled from the end of the first eight weeks or fifty-six (56) calendar days of the school year who were continuously enrolled through the spring testing window. A student is continuously enrolled if he/she has not transferred or dropped-out of the public school. Students who are serving suspensions are still considered to be enrolled students. Students who are expelled but return to another school in the same district are considered continuously enrolled to determine the district AYP.
- The number of students enrolled for a full academic year determined by comparing the number of continuously enrolled students with the number of tested students.
- The percent of students enrolled for a full academic year.
- The graduation rate for public high schools as determined by the formula indicated in Section 7.1 with information coming from the current Tenth Month Enrollment Report (June) and prior year dropout reports (by student)
- Performance on the additional academic indicators: See Section 7.2 for description of the third academic indicator for public elementary and middle schools.

Disaggregated test results, percent tested, and a third academic indicator and for elementary and middle schools the academic indicator described in Section 7.2 across all required subgroups. For 2006-2007 the proxy for disaggregation of high school subgroups will be based on the individual district's choice of third academic indicator for elementary and middle schools.

All required subgroups are identified based on subgroup membership indicated in the March testing collection. Idaho will notify schools and LEAs of any subgroup that initially does not achieve AYP in one year on any indicator (i.e., reading, mathematics, participation rate, additional academic indicator, or graduation rate). However, if that school/LEA successfully achieves AYP for that same indicator the following year, that school/LEA will be considered to have achieved the AYP standard and will be

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identified for school improvement. This approach will reduce the error of falsely identifying schools in need of improvement.

Each school, LEA, and sub-group will be required to meet the intermediate goals. Each school and LEA, including all subgroups, will be required to meet the 95% assessment participation rate indicator.

An LEA is identified for improvement when it misses AYP in the same subject and same grade span for two consecutive years, or misses the other academic indicator in the same grade span for two consecutive years. This language compares to model 3 of Attachment A of Assistant Secretary Harry Johnson's March 7, 2006, letter to states. No change is being made in the process already used; only the clarification language is being added.

Public schools will be accountable for all students who have been enrolled in the school for a full academic year. The LEA is accountable for all students who have been enrolled for a full academic year in that LEA. The State Education Agency (SEA) is accountable for all students who have been enrolled for a full academic year in state schools. (See Section 2.2.)

The decision about whether a school has achieved AYP is the responsibility of ISDE under the direction of the Board. All accountability decisions will be based on the information collected by the state contractor, using the following electronic collections:

- Enrollment of Students at the end of the first eight weeks or fifty-six calendar days of the school year
- Class Roster File
- Tenth Month Enrollment Report (June)
- Total Year Student Registration Record
- Assessment Results by Student

Evidence:

Idaho State Code § 33-4502
IDAPA 08.02.03
Board action, August 15, 2003

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PRINCIPLE 5. All public schools and LEAs are held accountable for the achievement of individual subgroups.

5.1 How does the definition of Adequate Yearly Progress include all the required student subgroups?

Idaho's definition of AYP includes measuring and reporting the achievement of subgroups of students by the indicators and subgroups that appear in Chart 6 (Accountability Subgroups and Academic Indicators). Currently, Idaho reports LEA and state performance by the required student subgroups. The Idaho Report Card can be viewed at ISDE's website: [Idaho State Report Card](#).

Districts create Reports Cards for individual schools within their respective districts. Reports Cards are available to the public from each LEA.

Chart 6. Accountability Subgroups and Academic Indicators

	Academic Indicators		Participation Rate		Graduation/Additional Academic Indicator*
	Reading % Meeting Standard	Mathematics % Meeting Standard	Reading	Mathematics	
All Students					
Economically Disadvantaged					
American Indian/Alaskan Native					
Asian					
Black/African American					
Native Hawaiian/Other Pacific Islander					
White					
Hispanic or Latino Ethnicity					
Students with Disabilities					
LEP Students					

* The school/LEA will not be required to disaggregate graduation rate and additional academic indicator data into the subgroups for accountability unless the school/LEA is using the "Safe Harbor" provision to achieve AYP.

Idaho's definition of AYP requires all student subgroups to be proficient in reading and mathematics by the end of the 2012-13 school year. (See Section 3.1.)

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Evidence:

Idaho Report Card

<http://www.sde.state.id.us/ipd/reportcard/SchoolReportCard.asp>

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5.2 How are public schools and LEAs held accountable for the progress of student subgroups in the determination of Adequate Yearly Progress?

Data Recognition Corporation, Idaho's assessment contractor, collects all data on all student subgroups. This data is then provided to the state and used to match student enrollment data with test results and other indicators to determine AYP for all required subgroups. School determinations of AYP are computed in this system. Each subgroup within the school or LEA must meet the objective for each indicator (assessment proficiency rate and participation rate) in order to achieve AYP.

ISDE uses a uniform averaging procedure across grade levels in a school, LEA, or state to produce a single assessment score for reading and a single assessment score for mathematics. Test results in 2003 provided starting points for determining intermediate goals and annual measurable objectives for schools at those grade configurations. (See Section 3.1) Additionally, Idaho applies the 95% participation rate to student subgroups.

For AYP determination, the additional academic indicator calculation will be used for accountability at the school/LEA levels, but will not be calculated for each subgroup. However, for schools/LEAs that must use the "Safe Harbor" provision to achieve AYP the academic indicator must then be met by the subgroup(s) that failed to achieve AYP on the assessment scores.

Idaho will notify public schools and LEAs of any subgroup that initially does not achieve AYP in one year on any indicator (i.e., reading, mathematics, participation rate, additional academic indicator, or graduation rate). However, if that school/LEA successfully achieves AYP for that same indicator the following year, that school and LEA will be considered to have achieved the AYP standard and will not be identified as a school in need of improvement. This approach will reduce the error of false identification of schools in need of improvement based on that standard.

The Idaho Report Card will chart the progress of all groups of students and the status of each group in relation to annual measurable objectives based on the percent of students at the proficient level for reading, mathematics, the participation rate, and additional academic indicators. ISDE will provide the participating school, LEA, and state with the annual Report Card by the end of September with results.

Evidence:

IDAPA 08.02.03

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5.3 How are students with disabilities included in the State's definition of Adequate Yearly Progress?

Students with disabilities, as defined under Section 602(3) of IDEA and State Board policy are required to participate in all statewide achievement tests in Idaho. For AYP purposes, Board policy also stipulates that students with disabilities who have been enrolled in a public school for a full academic year will be included in the accountability formula. Students with disabilities must participate either in the ISAT, with or without accommodations and adaptations, or in the Idaho Alternate Assessment (IAA). The participation and proficiency results for the students with disabilities will be included in all AYP determinations.

Idaho notifies schools and LEAs of the AYP status for the student with disabilities subgroup on each indicator (i.e., reading and mathematics proficiency and participation rates, graduation rate, or the performance rate on the additional academic indicator). If a school and/or LEA successfully achieves AYP for that same indicator the following year, that school and/or LEA will be considered to have achieved the AYP standard and will not be identified for school improvement based on the AYP standard.

The IAA is for special education students with significant disabilities, whose cognitive impairment may prevent them from attaining grade-level knowledge and skills, even with effective instruction and modifications. The IEP team determines whether a student is eligible to take an alternate assessment by using the state guidelines. The IAA is aligned to extended knowledge and skills, which are aligned to the Idaho Achievement Standards. Extended knowledge and skills differ in complexity and scope from the general education knowledge and skills. The IAA has a clearly defined scoring criteria and procedure and a reporting format that identifies the same performance levels as students taking the ISAT. All students taking the IAA are included in the calculations of adequate yearly progress (AYP) as either proficient (and above) or not yet proficient at the school, LEA and state level in reading and math and participation rates. The percent of students in the Alternate Assessment to ISAT will not exceed 1% of all students in the grades assessed at the LEA and the state levels. If it is projected that an LEA may exceed the 1% cap due to unusual circumstances, the LEA must use the state appeal process for approval.

As in 2005-2006, for calculating AYP for 2006-2007 Idaho will again take advantage of the additional flexibility offered for students with disabilities. Using the federal guidelines (May 10, 2005) for a transition option number 1, a proxy equivalent to two percent of the total number of students assessed will be calculated to allow an additional credit to schools or districts that miss the Adequate Yearly Progress (AYP) targets solely because of students with disabilities. This proxy percentage will be applied uniformly to all relevant schools and districts. 21 points were added in the two previous years, and in 2006 five districts and 19 schools benefited.

Evidence:

IRSA 08.02.03

<http://www.sde.state.id.us/SpecialEd/AltAssessment/iaamanual.pdf>

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5.4 How are students with limited English proficiency included in the State's definition of Adequate Yearly Progress?

All LEP students in Idaho public schools are required to participate in the Plan using appropriate accommodations and modifications. LEP, when used with reference to individuals, represents:

- Individuals whose native language is a language other than English.
- Individuals who come from environments where a language other than English is dominant.
- Individuals who are American Indian and Alaskan natives and who come from environments where a language other than English has had a significant impact on their level of English language proficiency, and who, by reason thereof, have sufficient difficulty speaking, reading, writing, or understanding the English language to deny such individuals the opportunity to learn successfully in classrooms, where the language of instruction is English.

The following language is from IDAPA 08.02.03: "Limited English Proficient (LEP) students, as defined in Subsection 112.03.d.iv., who receive a score in the low range on the State Board of Education approved language acquisition proficiency test and have an Education Learning Plan (ELP), shall be given the ISAT with accommodations or adaptations as outlined in the ELP. For AYP purposes students can be categorized as LEP students for two (2) years after testing proficient on the language proficiency test and exiting the LEP program. LEP students who do not have an ELP or a language acquisition score will be given the regular ISAT without accommodations or adaptations. LEP students who are enrolled in their first year of school in the United States may take the English Proficiency test in lieu of the reading/language usage ISAT but will still be required to take the math ISAT with accommodations or adaptations as determined by the ELP and language proficiency score. Their participation will count positively in the 95% participation requirement for both the reading and math assessment. However, neither the math nor reading scores will be counted in the proficiency calculations."

All of the required subgroups, including LEP students as described above, who are enrolled in an Idaho public school for a full academic year will be included in the performance level measures that determine AYP and accountability status of schools, and the approval status of schools, LEAs, and the state.

Idaho will notify schools and LEAs of the LEP subgroup that initially does not achieve AYP in one year on any indicator (i.e., reading, mathematics, participation rate, additional academic indicator, or graduation rate). However, if that school and/or LEA successfully achieves AYP for that same indicator the following year, that school and/or LEA will be considered to have achieved the AYP standard and will not be identified as a school in need of improvement based on the AYP standard.

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Board rule addresses the participation of LEP students and also outlines the criteria that a school-based team must evaluate each individual LEP student to determine the appropriate participation in the ISAT. LEAs may approve assessment with accommodations and modifications on a case-by-case basis for individual students.

For an LEP student who is also identified as a student with disabilities under IDEA, the IEP team will determine whether the student participates in the ISAT or meets the criteria for the Idaho Alternate Assessment.

Evidence:

IDAPA 08.02.03, §§111.04 and 112

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5.5 What is the State's definition of the minimum number of students in a subgroup required for reporting purposes? For accountability purposes?

Reporting Purposes

ISDE's minimum "n" for reporting is 10 students. Idaho Report Card does not report student data for less than 10 students. In addition, when the cell being reported is greater than 95% or less than 5%, only the symbols >95% or < 5% will be reported. This will further reduce the possibility of inadvertently identifying information about individual students.

Board rule outlines the achievement performance measures for reporting the school's total students and each subgroup (migrant students, student gender, students with disabilities, LEP students, economically disadvantaged students, race/ethnicity to include American Indian/Alaskan Native, Asian, Black/African American, Native Hawaiian/Other Pacific Islander, White, and Hispanic or Latino Ethnicity), which contains 10 or more students.

Accountability Purposes

ISDE's minimum "n" for accountability is 34 students. The minimum "n" of 34 will apply to ISAT, including Idaho Alternative Assessment test scores. ISDE examined the impact of the various "n" values that are statistically defensible for making valid and reliable AYP decisions. The "n" value of 34 provides confidence intervals of .05 and a power of .80, both of which are statistically acceptable.

For a comparative perspective, the following chart shows the impact of various "n" values on the number of schools that would be excluded at each value.

Fall Enrollment	Number of Schools	Elementary	Alternative/ Secondary	Exceptional Child
≤ 50	66	29	27	2
≤ 40	60	27	23	2
≤ 34	51	25	17	2

As the chart illustrates an "n" of 34 includes 15 schools in the calculation that would not be reported with an "n" of 50. Idaho has a very homogeneous student population. Approximately 86% of students are White, 11% are Hispanic or Latino ethnicity, and 3% is identified as Black/African American, Asian, or American Indian/Alaskan Native.

With an "n" greater than 34 the probability is high that whole subgroups of the population would be excluded from performance calculations. Idaho will use grouping techniques consistent with federal guidelines to group students across grade-level averaging to reach reportable student numbers.

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Beginning in 2002-2003 Idaho introduced the ISAT in grades 4, 8, and 10. With this phased-in introduction, many subgroups did not appear to have missed a target in reading or math because there were less than 34 students (see section 5.5). With the introduction of more grades, more subgroups now have 34 or more students. To avoid the over-identification of schools and districts in “need of improvement,” Idaho will apply safe harbor (the reduction of not proficient students by 10%) to subgroups’ results from 2003 even when the “n” is less than 34.

- The safe harbor formula used is
$$\frac{\% \text{ of not proficient students, year 1} - \% \text{ of not proficient students, year 2}}{\% \text{ of not proficient students, year 1}}$$
- Idaho will use the % of not proficient students in year 1 even when “n” is less than 34
- The “n” for year 2 data must be equal to or greater than 34

Completion of the introduction of the ISAT in grades 3-8 and 10 will significantly reduce the use of data from groups less than 34 to apply Part 1 of safe harbor.

Board policy outlines the achievement performance level measures for accountability as the “school’s total students and each subgroup (students with disabilities, Limited English Proficient, economically disadvantaged, and racial/ethnic to include American Indian/Alaskan Native, Asian, Black/African American, Native Hawaiian/Other Pacific Islander, White, and Hispanic or Latino Ethnicity) that contains 34 or more students.”

Evidence:

IDAPA 08.02.03

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5.6 How does the State Accountability System protect the privacy of students when reporting results and when determining AYP?

Idaho uses a minimum “n” of 10 for reporting of school and LEA results. This minimum is acceptable for Family Educational Rights and Privacy Act (FERPA) requirements. Additionally, the Board policy assures the privacy rights of all students.

Individual student results are not public record. In order to assure that individual students cannot be identified, school results are not publicly reported or displayed when the number of students in a subgroup is less than 10. Asterisks will be used on the Idaho Report Card when data has been suppressed.

Results greater than 95% will be reported as “> 95%” and results less than 5% will be reported as “< 5%” in order to prevent reporting information that would violate the privacy of individual students.

Evidence:

IDAPA 08.02.03, §111.05

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PRINCIPLE 6. **State definition of AYP is based primarily on the State's academic assessments.**

6.1 How is the State's definition of Adequate Yearly Progress based primarily on academic assessments?

Idaho's definition for AYP is based primarily on reading and mathematics assessments for all student subgroups. The 2002-2003 test results served as the baseline data years for the assessment indicators.

To achieve AYP, all student subgroups are required to meet the state's definition of proficient for reading and mathematics by the 2012-13 school year. Beginning in the 2004-05 school year, each school and LEA was required to increase the percent of students at the proficient level in that school or LEA consistent with intermediate annual measurable achievement objectives that were originally based on 2002-2003 baseline data.

The assessments that will be used to determine AYP calculations for schools and LEAs in Idaho are designated by "X" and on the following chart:

Chart 7. Idaho's Accountability Assessments

Grade	ISAT	
	Reading	Mathematics
K		
1		
2		
3	X	X
4	X	X
5	X	X
6	X	X
7	X	X
8	X	X
9		
10	X	X
11		
12		

The same performance level standards are applied to public schools and LEAs, disaggregating the data into the federally-defined subgroups to determine the minimum percent of students at or above the state's identified proficient performance level for the respective grade spans using the starting point calculations outlined in section 3.2b and Chart 5. These calculations first identified the percent of students achieving AYP for 2003-04; determined AYP intermediate goals/annual objectives based on state performance through 2012-13; and determined annual growth objectives based on school performance up to 2012-13.

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In addition to meeting the 95% assessment participation rate, the graduation rate will be used as the additional indicator for public high schools. For 2004-2005 the third indicator as described in Section 7.2 will be used for elementary and middle public schools for determining AYP. For 2006-2007 the proxy for disaggregation of high school subgroups will be based on the individual district's choice of third academic indicator for elementary and middle schools.

Evidence:

Board action, January 26, 2004
IDAPA 08.02.03

State of Idaho
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PRINCIPLE 7. State definition of AYP includes graduation rates for public high schools and an additional indicator selected by the state for public middle and public elementary schools (such as alternative performance measure rates).

7.1 What is Idaho's definition for public school graduation rate?

For Idaho, the graduation rate has been measured through AYP determinations made in 2007 using the number of students who graduate from a public high school with a regular diploma (not including a GED or any other diploma not fully aligned with the state's academic standards) in five years. Idaho includes in the graduation rate the number of students with disabilities who are entitled to services up to the age of 21 where the Individual Education Plan warrants the additional time to meet graduation requirements. The number of high school graduates and dropouts by grade has been reported to ISDE for the last five years.

The graduation rate formula beginning in fall 2008 data collection and used in the calculation for the class of 2007 in AYP determination for the State of Idaho for 2008 uses a denominator of current year graduates, plus current year 12th grade dropouts, plus prior year 11th grade dropouts, plus two years prior 10th grade dropouts, plus three years prior 9th grade dropouts.

$$\frac{A}{A+B+C+D+E} = \text{Graduation Rate}$$

A = Current Year Graduates
B = Current Year 12th Grade Dropouts
C = Prior Year 11th Grade Dropouts
D = Two Years Prior 10th Grade Dropouts
E = Three Years Prior 9th Grade Dropouts

Idaho uses the formula for graduation rate from the National Center for Educational Statistics (NCES). Graduation rate (G) is defined by NCES as the proportion of students that begin in ninth grade and go on to complete twelfth grade with a diploma. Idaho includes students who complete high school under the IEP exception. A General Education Development (GED) certificate does not meet requirements that are comparable for receipt of a regular high school diploma.

$$G = c_{st}^{long} = \frac{g_{st}}{g_{st} + d_{st}^{12} + d_{s(t-1)}^{11} + d_{s(t-2)}^{10} + d_{s(t-3)}^9}$$

Where
G = graduation rate.

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- c_{st}^{long} = four-year completion rate for state s at year t .
 g_{st} = number of high school completers at year t .
 d_{st}^{12} = number of grade 12 dropouts at year t .
 $d_{s(t-1)}^{11}$ = number of grade 11 dropouts at year $t-1$.
 $d_{s(t-2)}^{10}$ = number of grade 10 dropouts at year $t-2$.
 $d_{s(t-3)}^9$ = number of grade 9 dropouts at year $t-3$.

The Board established the graduation rate standard of 90%. Schools will be considered as having achieved AYP if they meet or exceed the standard or if they have made improvement toward the standard.

Idaho will first determine whether each school met the 90% target or improved its graduation rate over the previous year.

All schools with over 100 in the graduating cohort will continue to have AYP determined by this formula.

Schools with graduating cohorts from 35-100 will have graduation rates calculated to determine whether they have improved or reached 90%. A three year rolling average of graduation rates will be applied to calculate AYP when they fail to meet 90%.

For small schools below the minimum “n” (with 34 or fewer students in the cohort, Idaho will conduct a small school review by

- First determining whether the school has met the 90% target or improved its graduation rate over the previous year.
- Second, a three year rolling average of graduation rates will be applied to calculate AYP when they fail to meet 90%.
- Finally, AYP determination will be based on whether the school lost no more than 1 student per year.

For subgroups with less than 10, the 90% or improvement rule will be applied at the LEA and state levels.

For AYP determination, the graduation rate calculation will be used for accountability at the school/LEA levels, but will not be calculated for each subgroup. However, for schools/LEAs that must use the “Safe Harbor” provision to achieve AYP for the achievement indicator, the graduation rate standard must then be met by the subgroup(s) that failed to achieve AYP on the assessment standards.

While the state can calculate the graduation rate for the student population as a whole, the current level of data does not allow for disaggregation of data by subgroups. Idaho
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has implemented the collection of disaggregated data, and this detailed data will allow the calculation of subgroup graduation rates for "Safe Harbor" determinations for the 2007 graduating class and will be reported in 2008 AYP determinations. For the 2006-2007 school year the proxy for disaggregation of high school subgroups will be based on the individual district's choice of third academic indicator for elementary and middle schools.

The formula for calculating the graduation rate for the class of 2007 will be based on four year completers and will be used in the AYP calculation for 2008. With the implementation of a unique student identifier within the next year districts within Idaho will be able to track transfers better.

Evidence:

Board action October 2, 2003
IDAPA 08.02.03

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7.2 What is the State's additional academic indicator for public elementary schools and public middle schools for the definition of AYP?

The Idaho State Board of Education approved beginning in the 2004-2005 school year an additional academic indicator for elementary and middle schools. Districts may choose among the following three options:

- Meet or exceed previous Language Usage ISAT proficiency rates, or
- Reduce the percentage of students that score at the below basic level on the reading and math ISAT, or
- Increase the percentage of students that score at the advanced level on the reading and math ISAT.

The guidelines for the Language Usage proficiency rates will be the same as for the previous two years. Schools/districts and any applicable subgroup using safe harbor must do one of the following to meet the Language Usage goal:

1. Maintain the percent of proficient or advanced students from the previous year, or
2. Increase the percent proficient or advanced students from previous year, or
3. Achieve a proficiency rate above 76% (this target is set to increase as does the percentage expected for the reading/language arts assessment—see 3.1).

In addition, the guidelines below apply to increasing the percent of advanced in reading and math or decreasing the percent of below basic in reading and math:

1. Increase in percent of advanced is an average of the percent of increase in reading and the increase in math delineated by the following formulas:
 - a) Formula for increase of advanced percent: $((\text{Percent of advanced students in reading year 2} - \text{percent of advanced students in reading year 1}) + (\text{Percent of advanced students in math year 2} - \text{percent of advanced students in math year 1})) / 2$
 - b) Formula for decrease of below basic percent: $((\text{Percent of below basic students in reading year 1} - \text{percent of below basic students in reading year 2}) + (\text{Percent of below basic students in math year 1} - \text{percent of below basic students in math year 2})) / 2$
2. Districts must maintain the previous year's level or make progress in either the percent of advanced or percent of below basic students to have achieved the goal.

The following are general guidelines for all three options:

1. Selection of an option is in force for a minimum of one year. Districts may change their selection annually by written notification to the Office of the State Board of Education by September 15th of each year. The selection will remain in effect unless notification is received by this date.
2. Districts must select a choice that will be applied to all schools within that district, including charter schools. Charter schools not chartered by a district will make a decision as an LEA.

IRSA

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LEA choices must be made at the beginning of the school year. The language usage option was assigned to LEAs that did not make the cut off date for the 2004-2005 school year.

These gains are measured by performance on the ISAT tests, eliminating the need for an additional statewide test. Graduation rate will serve as the additional academic indicator for high schools. For 2006-2007 the proxy for disaggregation of high school subgroups will be based on the individual district's choice of third academic indicator for elementary and middle schools.

For the AYP determination, the additional academic indicator calculation will be used for accountability at the school/LEA levels, but will not be calculated for each subgroup. However, for schools/LEAs that must use the "Safe Harbor" provision to achieve AYP for the achievement indicator, the additional academic indicator standard must then be met by the subgroup(s) that failed to achieve AYP on the assessment standards.

Evidence:

Board action, January 26, 2004

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7.3 Are the State's academic indicators valid and reliable?

Idaho has defined academic indicators that are valid and reliable as demonstrated by the use of clear definitions (e.g., United States Department of Education-recommended calculation formulas) for data elements and the statewide collection and analysis of data by the Board and ISDE. The Board and ISDE review data submitted by LEAs, including school/LEA graduation and additional academic indicators, and publishes the information in school/LEA/state Report Cards. All databases are monitored to verify the accuracy of data.

Idaho's graduation rate calculation is consistent with the NCES calculation (See Section 7.1) with the exception that Idaho includes a provision that for students with disabilities who meet the criteria established on his or her IEP that specifically address completion of the student's secondary program more than four years can be taken to graduate.

Idaho has contracted with outside vendors to conduct independent reliability and validity studies of ISAT reading and mathematics assessments. Educators from each part of the state will be involved in ongoing item writing and test development to provide test items for each testing session. Alignment study results will be used to guide the items writing sessions and assure that alignment is maintained. The alternate assessment has been independently analyzed to assure validity, reliability, and alignment.

Evidence:

Idaho State Department of Education website for Idaho Report Card
<http://www.sde.state.id.us/ipd/reportcard/SchoolReportCard.asp>

State of Idaho
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PRINCIPLE 8. AYP is based on reading/language arts and mathematics achievement objectives.

8.1 Does the state measure achievement in reading/language arts and mathematics separately for determining AYP?

For accountability purposes, using the ISAT, achievement in reading and mathematics are measured separately. (See Chart 3 in Section 3.1) During the 2002–03 academic year, Idaho implemented the ISAT assessment program on a statewide basis.

The starting points for all student groups were calculated using data from all Idaho public schools.

State of Idaho
Consolidated State Application - Accountability Workbook

PRINCIPLE 9. State Accountability System is statistically valid and reliable.

9.1 How do AYP determinations meet the State's standard for acceptable reliability?

Idaho will provide a process that creates evidence that AYP determinations are reliable. The reliability of the Plan determinations will be assured through:

- Uniform averaging of proficiency categories across grade levels within the school and LEA to produce a single school or LEA score.
- 2002-03 scores were used as baseline for determining starting point. Idaho has established the trajectory of intermediate goals and annual objectives beginning in 2004-2005.
- Statistical tests to support the minimum "n" decision.
- A minimum subgroup size of 34 is being used for accountability.
- External review for content standards alignment.
- "Safe Harbor" provision and evidence that this rule increases reliability of decisions about schools.

Evidence:

Assessment Data analysis from ISAT

State of Idaho
Consolidated State Application - Accountability Workbook

9.2 What is the State's process for making valid AYP determinations?

Idaho's Plan is designed for construct validity and ongoing analysis of results.

Reliable assessments aligned with content standards will result in accurate identification of schools and LEAs in need of improvement. Accurate data collection and reporting will support the inferences drawn from the System. Schools and LEAs will have access to an appeals procedure following preliminary identification.

In order to increase the validity of accountability decisions, Board policy includes the following Appeals Process:

1. The Idaho State Board of Education, with the assistance of the Idaho State Department of Education, determines preliminary identification of all schools and LEAs that have not met AYP according to the state criteria. The LEA will notify Title I schools who are identified for school improvement.
2. Within 30 days of preliminary identification, the agency (LEA/school) reviews its data and may challenge its identification. The agency (LEA/school) not meeting AYP may appeal its status and provide evidence to support the challenge to the agency making the identification (Idaho Board of Education or LEA).
3. No later than thirty days after preliminary identification, the identifying agency reviews the appeal and makes a final determination of identification for school improvement.

A valid and reliable accountability system has been designed for the ISAT assessment program that includes the requirements of NCLB. The new accountability system will be designed to create the most advantageous balance of 1) reliable results, 2) public confidence in the results, 3) including all public schools in the accountability formula, and 4) capacity building and development of resources to serve Idaho students and schools.

As the Idaho Accountability System is implemented, Idaho will regularly examine the validity and reliability of the data related to the determination of AYP and decision consistency for holding public schools and LEAs accountable within this system. Updated analysis and reporting of decision consistency will be shared with the public at appropriate intervals.

Evidence:

IDAPA 08.02.03

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9.3 How has the State planned for incorporating into its definition of AYP anticipated changes in assessment?

Idaho used the ISAT on-grade-level tests and the Plan as the basis for development of annual measurable objectives determined by the computations for AYP during the transition period of 2002-03. Scores derived from the annual spring administration of the ISAT will be used to determine AYP for Idaho schools.

ISAT is delivered primarily on the computer or paper and pencil format. During the spring 2002-03 test administration window, 94% of Idaho's schools delivered the test via computer. Online administration of the test increases accuracy and reliability of test results. New assessments that are implemented as part of the Plan (i.e., science) will employ similar computer technology to assure consistent accuracy and reliability.

Students attending new public schools for the first year will be included in the LEA and state levels for AYP determinations.

Evidence:

IDAPA 08.02.03

State of Idaho
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PRINCIPLE 10. In order for a public school or LEA to make AYP, the State ensures that it assessed at least 95 percent of the students enrolled in each subgroup.

10.1 What is the State's method for calculating participation rates in the state assessments for use in Adequate Yearly Progress determinations?

NCLB requires that a *minimum* of 95% of students enrolled in public schools as well as 95% of students in *each* subpopulation take the test. The 95% minimum precludes public schools from shielding low-scoring students in subpopulations from AYP accountability. Failure to include 95% of students automatically identifies the school as not having achieved AYP. The 95% determination is made by dividing the number of students assessed on the Spring ISAT by the number of students reported on the class roster files:

$$\frac{T}{E} \geq .95$$

Where

T = number of students tested.

E = number of enrolled students reported for the March Average Daily Attendance reporting period in the designated grade levels.

Invalid tests are included in the denominator, but not in the numerator.

In 2004 Idaho added to Board Rule the provision to use an average of the most recent three years to determine whether an LEA meets or exceeds the 95% requirement.

IDAPA 08.02.03, Rules Governing Thoroughness, in section 03(b)1 states:

If a school district does not meet the ninety-five percent (95%) participation target for the current year, the participation rate can be calculated by the most current three (3) year average of participation.

This change is in accord with the 2004 policy decision of the U.S. Department of Education.

Evidence:

IDAPA 08.02.03

State of Idaho
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10.2 What is the State's policy for determining when the 95% assessed requirement should be applied?

For determining AYP, Idaho will apply the 95% of total enrollment participation requirement for grades tested for all schools and subgroups unless the subgroup has less than the minimum "n." For subgroups less than the minimum "n," the 95% assessed requirement will be applied at the LEA and state levels.

Failure to include ninety-five percent (95%) of all students and ninety-five percent (95%) of students in designated subgroups automatically identifies the school as not having achieved AYP. The ninety-five percent (95%) determination is made by dividing the number of students assessed on the spring ISAT by the number of students reported on the class roster file for the spring ISAT.

- 1) If a school district does not meet the ninety-five percent (95%) participation target for the current year, the participation rate will be calculated by a three (3) year average of participation.
- 2) Students who are absent for the entire state-approved testing window because of a significant medical emergency are exempt from taking the ISAT if such circumstances prohibit them from participating.

For groups of ten (10) or more students, absences for the state assessment may not exceed five percent (5%) of the current enrollment or two (2) students, whichever is greater. Groups of less than ten (10) students will not have a participation determination.

Evidence:

IDAPA 08.02.03

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REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

112. ACCOUNTABILITY.

The provisions in this section apply for the purposes of meeting the “No Child Left Behind” Act and the state of Idaho accountability requirements. (3-20-04)

01. ISAT Student Achievement Levels. There are four (4) levels of student achievement for the ISAT: Below Basic, Basic, Proficient, and Advanced. Definitions for these levels of student achievement are adopted by reference in Subsection 004.05.

02. IELA Language Proficiency Levels. There are five (5) levels of language proficiency for students testing on the Idaho English Language Assessment: beginning,” advanced beginning, intermediate, early fluent, and fluent. Definitions for these levels of language proficiency are adopted by reference in Subsections 004.02 and 004.04. (4-2-08)

03. Adequate Yearly Progress (AYP). (3-20-04)

a. Proficiency is defined as the number of students scoring proficient or advanced on the spring on-grade level ISAT. (3-20-04)

b. The State Board of Education will make AYP determinations for schools and districts each year. Results will be given to the districts at least one (1) month prior to the first day of school. (4-2-08)

c. The baseline for AYP will be set by the Board and shall identify the amount of growth (percentage of students reaching proficiency) required for each intermediate period. (3-20-04)

04. Adequate Yearly Progress (AYP) Definitions. For purposes of calculating and reporting adequate yearly progress, the following definitions shall be applied. (3-20-04)

a. Full Academic Year (continuous enrollment).

(3-20-04)

i. A student who is enrolled continuously in the same public school from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included in the calculation to determine if the school achieved AYP. A student is continuously enrolled if he/she has not transferred or dropped-out of the public school. Students who are serving suspensions are still considered to be enrolled students. Students who are expelled but return to another school in the same district are considered continuously enrolled to determine the district AYP. (4-2-08)

ii. A student who is enrolled continuously in the school district from the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included when determining if the school district has achieved AYP. (4-2-08)

iii. A student who is enrolled continuously in a public school within Idaho from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included when determining if the state has achieved AYP. (4-2-08)

b. Participation Rate.

(3-20-04)

i. Failure to include ninety-five percent (95%) of all students and ninety-five percent (95%) of students in designated subgroups automatically identifies the school as not having achieved AYP. The ninety-five percent (95%) determination is made by dividing the number of students assessed on the Spring ISAT by the number of students reported on the class roster file for the Spring ISAT. (3-20-04)

(1) If a school district does not meet the ninety-five percent (95%) participation target for the current year, the participation rate can be calculated by the most current three (3) year average of participation. (4-6-05)

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(2) Students who are absent for the entire state-approved testing window because of a significant medical emergency are exempt from taking the ISAT if such circumstances prohibit them from participating. (4-6-05)

ii. For groups of ten (10) or more students, absences for the state assessment may not exceed five percent (5%) of the current enrollment or two (2) students, whichever is greater. Groups of less than ten (10) students will not have a participation determination. (3-20-04)

c. Schools. (3-20-04)

i. An elementary school includes a grade configuration of grades Kindergarten (K) through six (6) inclusive, or any combination thereof. (3-20-04)

ii. A middle school is a school that does not meet the definition of an elementary school and contains grade eight (8) but does not contain grade twelve (12). (4-6-05)

iii. A high school is any school that contains grade twelve (12). (3-20-04)

iv. The accountability of public schools without grades assessed by this system (i.e., K-2 schools) will be based on the third grade test scores of the students who previously attended that feeder school. (3-20-04)

d. Subgroups. Scores on the ISAT must be disaggregated and reported by the following subgroups: (3-20-04)

i. Race/Ethnicity - Black/African American, Asian, Native Hawaiian/Pacific Islander, White, Hispanic/Latino Ethnicity, American Indian/Alaska Native. (3-20-04)

ii. Economically disadvantaged - identified through the free and reduced lunch program. (3-20-04)

iii. Students with disabilities - individuals who are eligible to receive special education services through the Individuals with Disabilities Education Act (IDEA). (3-20-04)

iv. Limited English Proficient - individuals who score in the low range on the state-approved language proficiency test and meet one of the following criteria: (4-6-05)

(1) Individuals whose native language is a language other than English; or (4-6-05)

(2) Individuals who come from environments where a language other than English is dominant; or (4-6-05)

(3) Individuals who are American Indian and Alaskan natives and who come from environments where a language other than English has had a significant impact on their level of English language proficiency, and who, by reason thereof, have sufficient difficulty speaking, reading, writing, or understanding the English language to deny such individuals the opportunity to learn successfully in classrooms, where the language of instruction is English. (4-6-05)

e. Graduation Rate. The State Board of Education will establish a target for graduation. All high schools must maintain or make progress toward the target each year. The graduation rate will be disaggregated by the subpopulations listed in Subsection 112.03.d. in the event the "safe harbor" is invoked by the school/district. By 2014, the schools/districts must meet the target. (3-20-04)

f. Additional Academic Indicator. The State Board of Education will establish a target for an additional academic indicator. All elementary and middle schools must maintain or make progress toward the additional academic indicator target each year. The additional academic indicator target will be disaggregated by the subpopulations listed in Subsection 112.03.d. in the event the "safe harbor" is invoked by the school/district. By 2014, the schools/districts must meet the target. (3-20-04)

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05. Annual Measurable Achievement Objectives (AMAOs). Local school districts are responsible for ensuring district progress of Limited English Proficient (LEP) students in their acquisition of English. Progress and proficiency are measured by the IELA and determined based on three (3) AMAOs: (4-2-08)

a. Annual increases in the percent or number of LEP students making progress in acquiring English language proficiency;

b. Annual increases in the percent or number of LEP students attaining English language proficiency by the end of the school year; and (4-2-08)

c. Each school district must make Adequate Yearly Progress for LEP students on the spring ISAT. (4-2-08)

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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ELEMENTARY & SECONDARY EDUCATION

**Part A — Improving Basic Programs Operated by Local Educational
Agencies**

SEC. 1111 | SEC. 1112 | SEC. 1113 | SEC. 1114 | SEC. 1115 | SEC. 1116
SEC. 1117 | SEC. 1118 | SEC. 1119 | SEC. 1120 | SEC. 1120A

A. *Subpart 1 — Basic Program Requirements*

1. SEC. 1111. STATE PLANS.

(a) PLANS REQUIRED-

(1) IN GENERAL- For any State desiring to receive a grant under this part, the State educational agency shall submit to the Secretary a plan, developed by the State educational agency, in consultation with local educational agencies, teachers, principals, pupil services personnel, administrators (including administrators of programs described in other parts of this title), other staff, and parents, that satisfies the requirements of this section and that is coordinated with other programs under this Act, the Individuals with Disabilities Education Act, the Carl D. Perkins Vocational and Technical Education Act of 1998, the Head Start Act, the Adult Education and Family Literacy Act, and the McKinney-Vento Homeless Assistance Act.

(2) CONSOLIDATED PLAN- A State plan submitted under paragraph (1) may be submitted as part of a consolidated plan under section 9302.

(b) ACADEMIC STANDARDS, ACADEMIC ASSESSMENTS, AND ACCOUNTABILITY-

(F) TIMELINE- Each State shall establish a timeline for adequate yearly progress. The timeline shall ensure that not later than 12 years after the end of the 2001-2002 school year, all students in each group described in subparagraph (C)(v) will meet or exceed the State's proficient level of academic achievement on the State assessments under paragraph (3).

(G) MEASURABLE OBJECTIVES- Each State shall establish statewide annual measurable objectives, pursuant to subparagraph (C)(v), for meeting the requirements of this paragraph, and which--

(i) shall be set separately for the assessments of mathematics and reading or language arts under subsection (a)(3);

(ii) shall be the same for all schools and local educational agencies in the State;

(iii) shall identify a single minimum percentage of students who are required to meet or exceed the proficient level on the academic assessments that applies separately to each group of students described in subparagraph (C)(v);

(iv) shall ensure that all students will meet or exceed the State's proficient level of academic achievement on the State assessments within the State's timeline under subparagraph (F); and

(v) may be the same for more than 1 year, subject to the requirements of subparagraph (H).

(H) INTERMEDIATE GOALS FOR ANNUAL YEARLY PROGRESS- Each State shall establish intermediate goals for meeting the requirements, including the measurable objectives in subparagraph (G), of this paragraph and that shall--

(i) increase in equal increments over the period covered by the State's timeline under subparagraph (F);

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(ii) provide for the first increase to occur in not more than 2 years; and

(iii) provide for each following increase to occur in not more than 3 years.

(I) ANNUAL IMPROVEMENT FOR SCHOOLS- Each year, for a school to make adequate yearly progress under this paragraph--

(i) each group of students described in subparagraph (C)(v) must meet or exceed the objectives set by the State under subparagraph (G), except that if any group described in subparagraph (C)(v) does not meet those objectives in any particular year, the school shall be considered to have made adequate yearly progress if the percentage of students in that group who did not meet or exceed the proficient level of academic achievement on the State assessments under paragraph (3) for that year decreased by 10 percent of that percentage from the preceding school year and that group made progress on one or more of the academic indicators described in subparagraph (C)(vi) or (vii); and

(ii) not less than 95 percent of each group of students described in subparagraph (C)(v) who are enrolled in the school are required to take the assessments, consistent with paragraph (3)(C)(xi) and with accommodations, guidelines, and alternative assessments provided in the same manner as those provided under section 612(a)(17)(A) of the Individuals with Disabilities Education Act and paragraph (3), on which adequate yearly progress is based (except that the 95 percent requirement described in this clause shall not apply in a case in which the number of students in a category is insufficient to yield statistically reliable information or the results would reveal personally identifiable information about an individual student).

(J) UNIFORM AVERAGING PROCEDURE- For the purpose of determining whether schools are making adequate yearly progress, the State may establish a uniform procedure for averaging data which includes one or more of the following:

(i) The State may average data from the school year for which the determination is made with data from one or two school years immediately preceding that school year.

(ii) Until the assessments described in paragraph (3) are administered in such manner and time to allow for the implementation of the uniform procedure for averaging data described in clause (i), the State may use the academic assessments that were required under paragraph (3) as that paragraph was in effect on the day preceding the date of enactment of the No Child Left Behind Act of 2001, provided that nothing in this clause shall be construed to undermine or delay the determination of adequate yearly progress, the requirements of section 1116, or the implementation of assessments under this section.

(iii) The State may use data across grades in a school.

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TAB	DESCRIPTION	ACTION
1	PRESIDENT'S COUNCIL REPORT	Information Item
2	EASTERN IDAHO TECHNICAL COLLEGE REPORT	Information Item
3	IDAHO PUBLIC TELEVISION PROGRESS REPORT	Information Item
4	IDAHO DIGITAL LEARNING ACADEMY ANNUAL REPORT	Motion to Approve
5	REAPPOINTMENT OF IDAHO BOARD OF LIBRARY COMMISSIONERS APPOINTMENT	Motion to Approve
6	APPROVAL OF UNIVERSITY OF IDAHO ALCOHOL WAIVER REQUEST FOR 2008 HOME FOOTBALL GAMES	Motion to Approve
7	TEMPORARY/PROPOSED RULE CHANGE – IDAPA 08.02.03.111 - Assessment in the Public Schools	Motion to Approve
8	TEMPORARY/PROPOSED RULE CHANGE – IDAPA 08.01.04 – Rules Governing Residency Classification	Motion to Approve
9	PROPOSED RULE CHANGE – IDAPA 08.02.04.300 - Rules Governing Public Charter Schools	Motion to Approve
10	PROPOSED RULE CHANGE – IDAPA 47.01.01 - Rules of the Idaho Division of Vocational Rehabilitation	Motion to Approve
11	GEAR UP PROGRAM TRANSFER	Motion to Approve

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12	INSTITUTION/AGENCY 2008 STRATEGIC PLANS	Motion to Approve
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13	INSTITUTION/AGENCY 2008 PERFORMANCE MEASURES	Information Item
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14	2009 LEGISLATIVE IDEAS	Motion to Approve
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PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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SUBJECT

President's Council Report.

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
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SUBJECT

Eastern Idaho Technical College

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 over one year since Eastern Idaho Technical College has supplied an overview of its status and accomplishments.

DISCUSSION

Bill Robertson, President of Eastern Idaho Technical College, will be in attendance at the meeting and present a summary of the accomplishments and future goals of the university.

IMPACT

President Robertson's presentation will provide the State Board members and others with current status information about Eastern Idaho Technical College.

STAFF COMMENTS AND RECOMMENDATIONS

No staff comments or recommendations are needed at this time.

BOARD ACTION

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

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SUBJECT

Idaho Public Television Progress Report (IPTV).

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

Mr. Peter Morrill, General Manager of IPTV, will be in attendance at the meeting and present a summary of the accomplishments and future goals of IPTV.

IMPACT

Mr. Morrill's presentation will provide the State Board members and others with current status information about IPTV.

STAFF COMMENTS AND RECOMMENDATIONS

No staff comments or recommendations are needed at this time.

BOARD ACTION

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

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IDAHO DIGITAL LEARNING ACADEMY

SUBJECT

Idaho Digital Learning Academy Annual Report

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-5501, Idaho Code

Idaho Administrative code, IDAPA 08.04.01 Rules Governing the Idaho Digital Learning Academy

BACKGROUND

The 2002 Idaho Legislature created the Idaho Digital Learning Academy (IDLA) as an online, school-choice learning environment (Title 33 Chapter 55, Idaho Code). IDLA is a state virtual school providing Idaho students with greater access to a diverse assortment of courses. This virtual school was created to address the educational needs of all Idaho students: traditional, home schooled, at-risk, and gifted learners and is a service to Idaho students and schools. Rigorous online curriculum delivered by highly qualified faculty assists the state in preparing Idaho students to meet NCLB requirements, Idaho standards, and the increased demand from colleges and industry.

DISCUSSION

According to IDAPA 08.04.01 Rules Governing the Idaho Digital Learning Academy, an annual report is required to be submitted each year to the State Board of Education. This request is to meet the requirements as outlined in the rule. This report will include Accreditation, Acceptable Use, and an IDLA fee schedule in order to be in compliance with statute and State Board rule. Additionally, IDLA will provide an update of the 2007-2008 academic year.

IMPACT

IDLA served over 6,500 enrollments for 2007-2008 which is a 78% increase over last year. 87% of the school districts in the state participated in 2007-2008. The number one reason for taking IDLA courses is scheduling conflicts. Other reasons include credit recovery, course not offered, advanced placement, and early graduation. It is projected that IDLA will serve approximately 9,500 enrollments for 2007-2008.

ATTACHMENTS

Attachment 1 – 2008-2009 Fee Policy Statement	Page 3
Attachment 2 – Acceptable Use Policy	Page 5
Attachment 2 – Accreditation Confirmation	Page 11

STAFF COMMENTS AND RECOMMENDATIONS

State Board staff offers no comments or recommendations.

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BOARD ACTION

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

2008-2009 IDLA FEES POLICY STATEMENT

FEES FOR IDAHO DIGITAL LEARNING ACADEMY:

There will be two fee schedules for 2008-2009 based upon District completion of the IDLA Online Site Coordinator course. These fees apply to all IDLA courses for all sessions.

All IDLA course fees are paid by the district directly to IDLA. Where appropriate, the district will collect fees from the student. IDLA does not collect fees from students. Districts will be billed for all registered students according to the following schedule:

- Summer session - Third week of June classes
- Fall session – Third week of December classes
- Spring session – Third week of March classes

DISTRICTS WITH A SITE COORDINATOR WHO HAS SUCCESSFULLY COMPLETED THE IDLA SITE COORDINATOR CLASS:

For one (1) student for a one (1) semester course is \$50 for Idaho public school students, with the exception of Advanced Placement (AP) and Dual Credit (DC) classes. Effective summer 2008 there will be no IDLA course fees for AP & DC classes (see Other Fees for Advanced Placement/Dual Credit Courses).

DISTRICTS WITH A SITE COORDINATOR WHO HAS NOT COMPLETED THE IDLA SITE COORDINATOR CLASS:

For one (1) student for a one (1) semester course is \$100 for Idaho public school students. The Advanced Placement/Dual Credit fee waiver does not apply.

OUT-OF-STATE, PRIVATE SCHOOL AND ADULT LEARNER FEES:

For one (1) student for one (1) semester course is \$400 for out-of-state, private school, and adult learner students. The Advanced Placement/Dual Credit fee waiver does not apply.

OTHER FEES FOR ADVANCED PLACEMENT/DUAL CREDIT COURSES:

Fees to take the Advanced Placement Exam by the College Board and fees for dual credit to receive college credit may apply. Students in Dual Credit Courses are responsible for all university fees. Advanced Placement and Dual Credit courses may require additional textbooks (see below).

TEXTBOOKS:

IDLA provides online textbooks in the majority of content areas and provides access to Libraries Linking Idaho (LiLI-D). In cases where an online textbook is unavailable, the local school district may be responsible to provide the required text(s) according to school district policy. For example, advanced placement, dual credit, and English courses may require additional textbooks or required readings not available online. The local school district is also responsible to

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provide access and assistance to library media centers if necessary. Please refer to the IDLA Course Catalog posted at www.IdahoDigitalLearning.org for a list of required textbooks.

CHANGES FOR 2008-2009:

1. Effective summer 2008 there will be no IDLA course fee for AP & DC classes (see Other Fees for Advanced Placement/Dual Credit Courses).
2. Scholarships are available for qualifying students. Site coordinators may request a scholarship through their Regional Coordinator.

IDLA ACCEPTABLE USE POLICY

Students should print and review this policy with a parent or guardian to ensure a safe and rewarding experience with IDLA. All students enrolled in any course work of Idaho Digital Learning Academy (IDLA) shall be responsible to comply with all of the policies of their home school district and the policies of IDLA including this Acceptable Use Policy (AUP).

1. The IDLA network is for educational purposes only and includes computers, communication networks, the Internet, and other electronic resources used in the delivery of IDLA courses.
2. All users of IDLA must agree to all of the terms of this AUP prior to being able to access a user account providing access to the IDLA network.
3. Privileges and Rights of IDLA Community Members:

Members of the IDLA community have certain privileges and rights. These include:

- A. Safety
 - IDLA shall attempt to block access on the IDLA network to inappropriate visual depictions that are obscene, contain child pornography, or are otherwise harmful to minors, including, but not limited to graphic sexual depiction or violence and advocacy of illegal substance use. No student or IDLA personnel shall utilize the IDLA network to access any site that includes, but is not limited to pornography, graphic sexual or violent content, or advocates the use of illegal substances.
 - Communication on the IDLA network shall respect the privacy of all individuals and shall not contain personal information regarding the individual user or other persons.
 - Bullying or harassment of IDLA users shall not be tolerated. No user of the IDLA network shall engage in any communication or entry that shall have the intent of, or results in, the bullying or harassment of other students or employees of IDLA or utilizes profanity or degrading language directed at known persons. Any user who receives, or believes they are subject of, such communications should immediately notify the IDLA online principal.
 - For reasons of privacy and safety, users are prohibited from downloading or uploading photographs of persons other than as may be directly relevant to the required coursework, and any depiction of fellow students or IDLA personnel is expressly prohibited without the

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written permission of the individual, or permission of that individual's parent or legal guardian if the individual is a minor.

- Any graphic or digital representation must be presented in an appropriate manner in accordance with the local school district's dress code policy. IDLA reserves the right to determine whether a graphic representation is appropriate and to respond accordingly.

B. Access for all users

All IDLA users shall be granted access to as many IDLA services as the available technology and IDLA role will allow. Relevant exploration of the Internet for educational purposes is permissible in IDLA courses within the limitations of compliance with this policy and the acknowledgement that certain sites may be offensive to specific individuals. IDLA will make every effort to ensure that course content will be appropriate to the designated grade-level of that course, regardless of the ages of students enrolled in that course.

C. Intellectual Freedom

- Discussion forums within the IDLA course management system are a free and open forum for expression, including all viewpoints within the role and mission of IDLA. The poster of an opinion should be aware that other community members may be openly critical of such opinions.
- Any statement of personal belief is implicitly understood to be representative of the author's individual point of view, and not that of the IDLA, its administrators, teachers, other staff, or the participating schools. Personal attacks are not an acceptable use of IDLA resources at any time and IDLA instructional staff or administration should be notified. IDLA does not officially endorse any opinions stated on the network.

D. Privacy

In guarding the safety of its students and users, there is no reasonable expectation of privacy in any use of the IDLA network by any user. IDLA is a public educational agency and therefore IDLA personnel, both technology specialists and teaching and/or administrative staff, may periodically access accounts, review emails sent or received, internet sites (including any social networking websites) and chat rooms visited, as well as electronic class discussion materials.

4. The Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
 - School officials with legitimate educational interest;
 - Other schools to which a student is transferring;
 - Specified officials for audit or evaluation purposes;
 - Appropriate parties in connection with financial aid to a student;
 - Organizations conducting certain studies for or on behalf of the school;
 - Accrediting organizations;
 - To comply with a judicial order or lawfully issued subpoena;
 - Appropriate officials in cases of health and safety emergencies; and
 - State and local authorities, within a juvenile justice system, pursuant to specific State law.

5. Responsibilities of IDLA users

With the rights and privileges of participation in the IDLA community come certain responsibilities. IDLA users need to familiarize themselves with these responsibilities.

A. Using appropriate language

Profanity or obscenity will not be tolerated. All IDLA community members must use language appropriate for school situations. Inappropriate language includes, but is not limited to language that is: defamatory, inaccurate, abusive, rude, sexually explicit, threatening, harassing, or racially offensive;

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- B. Avoiding offensive or inflammatory speech
IDLA users must respect the rights of others both in IDLA courses and in the Internet at large. Personal attacks are an unacceptable use of the network. If an IDLA user is the victim of a personal attack, they are responsible to bring the incident to the attention of an IDLA teacher or administrator.

- C. Copyright adherence
IDLA users must respect all copyright issues regarding software, information, and attributions of authorship. The unauthorized copying or transfer of copyrighted materials may result in the loss of IDLA privileges.

- D. Plagiarism
IDLA users must not engage in plagiarism, which is the act of presenting other peoples' ideas, writings, or products (written or electronic) by claiming them to be one's own and not giving credit to these sources. Forms of plagiarism include: submitting work that is not your own, failing to properly cite words and ideas that are not your own, using direct wording from another source (even a cited one) without quotation marks, or slightly re-wording phrases from another source and passing the phrases as your own.

- E. Cheating
IDLA users must not engage in cheating, which in its various forms includes, but is not limited to: copying another student's work or allowing your work to be copied; allowing someone other than yourself to submit work in your name; using unauthorized assistance on an assessment; allowing someone other than yourself to take an assessment; inappropriate use of a translator in language classes; submitting the same work for multiple courses; or giving answers to other students.

- F. Fabricating Data
IDLA users must not engage in fabricating data when completing assignments that require research and/or collecting data. Forms of fabrication include, but are not limited to: falsifying or manipulating data to achieve a desired result; reporting data for an experiment that was not conducted (dry-labbing); or submitting written work with fabricated or falsified sources.

- G. Academic Sabotage
IDLA users must not engage in Academic sabotage, which consists of any act that damages another student's work or grade on purpose.

- H. False Information
IDLA users must not lie to an instructor, site coordinator, parent, or principal (such as saying an assignment has been completed when it has

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not, or lying about your grade).

- I. **Illegal activities**
Illegal activities include tampering with IDLA computer hardware or software, unauthorized entry into computers, knowledgeable vandalism or destruction of computer files, or encouraging the use of illegal materials. Use of the IDLA for any illegal activities is prohibited and will result in legal action.
- J. **System disruption**
Intentional or malicious attempts to degrade or disrupt system performance of the IDLA or any other computer system or network are considered criminal activity under state and federal law. IDLA encourages IDLA users to use best practices to avoid unintentional disruption of system performance.
- K. **Account responsibility**
IDLA users have full responsibility for the use of their account. All violations of this policy traced to an individual account name will be treated as the sole responsibility of the owner of that account.
- L. **User information**
IDLA mandates all users to provide current demographic information which includes but is not limited to full name, mailing address, email address, and phone number.
- M. **Impersonation**
All IDLA users must use their own name in the use of the IDLA network. Impersonation (logging in as another user, or under a false name) is not allowed. (This prohibition does not extend to activities with curricular objectives, such as role-playing within a class discussion, in which users are not attempting to disguise their identities).
- N. **Anonymity**
All IDLA users must use their name on all communication. Anonymity is not allowed. As an educational network, we believe that individuals are responsible for their actions and words;
- O. **Representation.**
When navigating locations on the Internet or using IDLA tools, IDLA users must conduct themselves as representatives of both their respective schools and the IDLA.
- P. **Email Communication**
Email accounts are required to communicate on the IDLA network, and

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inappropriate email user account names will not be allowed in the system.

6. IDLA assumes no responsibility for Internet access including phone charges, line costs, usage fees, hardware, software, other media, or any other non-specified technology costs associated with a user's connectivity to the Internet or that may be required to access IDLA courses or other instructional resources. IDLA assumes no responsibility for information obtained via the Internet, which may be illegal, defamatory, inaccurate or offensive. IDLA assumes no responsibility for any damages to the user's computer system under any circumstances. The technology requirements of all courses are available on the IDLA website prior to enrollment. Users are solely responsible for acquiring and learning to use all required technology needed to access and complete all online IDLA courses activities.
7. Failure to abide by the IDLA Acceptable Use Policy could result in:
 - Report to the local district of the infraction
 - Immediate removal of the user's access to IDLA instructional computing resources, which could result in their inability to complete learning activities and subsequent course failure.
 - Immediate removal of the user from the course.
 - Involvement of law enforcement agencies and possible legal action.

IDLA reserves the right to make modifications to the document at any time without prior notification.

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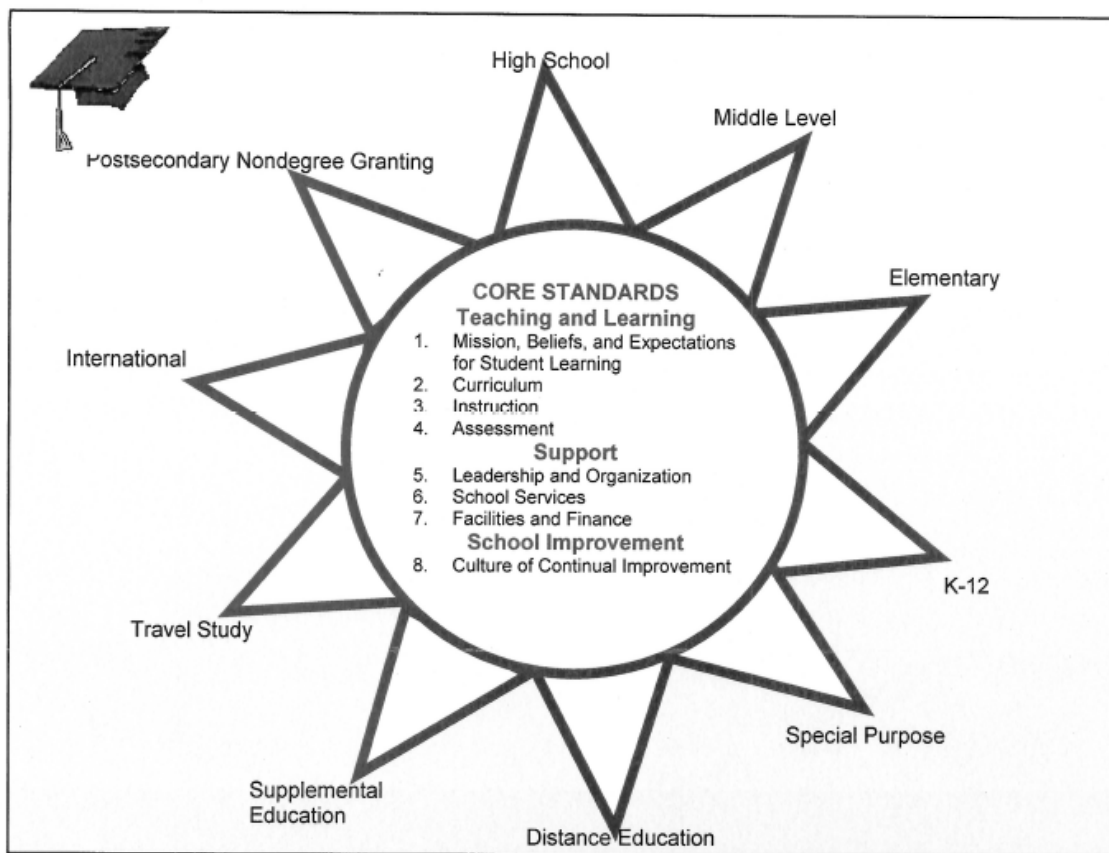
Northwest Association of Accredited Schools

"...advancing excellence in education through the process of accreditation."

May 7, 2008

I am writing to confirm that Idaho Digital Learning located Academy in Boise, Idaho is an accredited school of the Northwest Association of Accredited Schools since 2002. This school is approved for use in a school setting. The Northwest Association of Accredited Schools is one of six regional accrediting associations in the United States of America and has been in existence since 1917. We evaluated this school based on the following standards:

CORE STANDARDS



Sincerely,


Shelli D. Clemens

Northwest Association of Accredited Schools ★ 1510 Robert Street, Suite 103 ★ Boise, ID 83705-5194
Phone: 208.493.5077 ★ Fax: 208.334.3228
Website: www.NorthwestAccreditation.org ★ Email: Info@NorthwestAccreditation.org

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IDAHO COMMISSION FOR LIBRARIES

SUBJECT

Reappointment to the Idaho Board of Library Commissioners – R. Bruce Noble

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures; Section IV. H.
1. (1). Idaho Code, 33-2502

BACKGROUND

The State Board of Education has statutory authority in the appointment and reappointment of members to the Board of Library Commissioners.

DISCUSSION

Mr. Noble is very interested in continuing his service on the Board of Library Commissioners as representative from North Idaho. Mr. Noble has served 9 years as an active member of this Board. Mr. Noble indicates in his letter of interest that he is a lifelong patron of Idaho libraries and that he also brings to the Board knowledge of Idaho Commission for Libraries' policies and functions which he has gained through his years of service. He participated in library related workshops and attended state-wide library conferences during his tenure.

Idaho Board of Library Commissioners motion from their 4/26/2007 meeting:

MSC Rognas/Black that the Idaho Board of Library Commissioners endorse the reappointment of R. Bruce Noble to the Board for a term beginning July 1, 2008 and ending June 30, 2013.

ATTACHMENTS

Attachment 1 – Applicant Reappointment Request Letter

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed the letter of interest for R. Bruce Noble and recommends approval of the reappointment.

BOARD ACTION

Motion to approve the reappointment of R. Bruce Noble to the Idaho Board of Library Commissioners for a term beginning July 1, 2008 and ending June 30, 2013.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

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April 21, 2008

Ann Joslin, State Librarian
Idaho Commission for Libraries
325 West State Street
Boise, ID 83702

Dear Ann:

This letter is a request that you place my name before the Idaho State Board of Education for reappointment for the position of Commissioner of the Idaho Commission for Libraries.

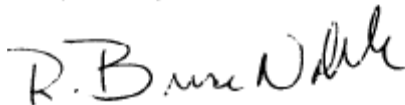
As an engineer with a library arts education, and a lifelong patron of Idaho libraries, I believe I have a well rounded perspective on the ever changing place of libraries in our society.

Having served three terms as Trustee and Commissioner, I bring to the board the knowledge of Idaho Commission for Libraries' policies and functions which has been gained in my service. I believe this experience to be invaluable as the Commission evolves into an institution geared toward assisting libraries to build the capacity to better serve their clientele.

The greatest asset I bring to the Board of Library Commissioners is my belief that the Commission and its staff provide a valuable and necessary service to the citizens of Idaho and specifically the library patrons of Idaho. To continue as a member of this worthy team prompts my request for reappointment.

Thank you for your consideration.

Respectfully,

A handwritten signature in dark ink, appearing to read "R. Bruce Noble". The signature is written in a cursive, flowing style.

R. Bruce Noble

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Idaho Statutes

TITLE 33
EDUCATION
CHAPTER 25

COMMISSION FOR LIBRARIES

33-2502. BOARD OF LIBRARY COMMISSIONERS -- MEMBERSHIP -- OFFICERS -- MEETINGS -- COMPENSATION. The Idaho commission for libraries shall be governed by the board of library commissioners. The board of library commissioners shall be maintained within the office of the state board of education and shall consist of five (5) commissioners appointed by the state board of education. The state board of education shall annually appoint one (1) commissioner for a term of five (5) years. The board of library commissioners shall annually elect a chairman, vice chairman and other officers as it deems reasonably necessary. The board of library commissioners shall meet at least twice each year. Commissioners shall be compensated as provided by section 59-509(n), Idaho Code.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: IV. ORGANIZATION SPECIFIC POLICIES AND PROCEDURES

Subsection: H. Idaho State Library

August 2006

H. Idaho Commission for Libraries

The Idaho Commission for Libraries assists libraries to build the capacity to better serve their clientele.

1. Board of Library Commissioners.
 - a. The Board of Library Commissioners consists of five (5) commissioners appointed by the State Board of Education. OSBE shall annually appoint one commissioner for a term of five (5) years.
 - b. Board Appointment Procedures:
 - (1) Incumbent Reappointment
In the event that the incumbent candidate is interested in reappointment, the Board of Library Commissioners shall forward a recommendation to the Board, along with a letter of interest and statement of qualifications for the incumbent. The State Board of Education may choose to reappoint the incumbent without soliciting other candidates, thus completing the appointment procedures. If there is no incumbent seeking reappointment, or if the Board chooses not to reappoint an incumbent, the procedures are as outlined in item (2).
 - (2) Open Appointment
 - (a) The Board of Library Commissioners, on behalf of the State Board of Education, will advertise the vacancy in appropriate state, regional or local publications. Such advertisements will solicit interested persons to apply for the vacant position on the Idaho Board of Library Commissioners.
 - (b) Each applicant must provide a written statement expressing his or her interest in becoming a member of the Board of Library Commissioners. Each applicant must also provide evidence of his or her qualifications, and must identify his or her primary residence.
 - (c) The Board of Library Commissioners will review all applications for the vacant position and conduct interviews as deemed necessary. The purpose of this review is to eliminate from further consideration all but the most qualified applicants.

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- (d) The Board of Library Commissioners will forward only the most highly qualified applicants, in order of preference, to the State Board of Education for consideration.

The Board may provide for interviews of the applicants, or may make the appointment based on the recommendation of the Board of Library Commissioners.

- (3) The Board of Library Commissioners, in making their recommendation, and the State Board of Education, in making the final appointment, shall consider geographical representation, interest, knowledge, experience, and willingness to advocate for the development and delivery of library and information services in Idaho.

2. Policies and Procedures.

The Board of Library Commissioners elects its own officers and makes all necessary rules for the conduct of the public business entrusted to its care.

3. Budgetary and Other Matters.

The Board of Library Commissioners, through its chief executive officer, submits an annual budget request to the State Board of Education on a schedule established by the executive director or his or her designee. Other matters that might involve the Commission for Libraries are referred to in these Governing Policies and Procedures of the State Board of Education.

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UNIVERSITY OF IDAHO

SUBJECT

The University of Idaho requests Board approval to establish secure areas for the purpose of allowing pre-game activities that include the service of alcohol for the 2008 football season.

REFERENCE

August 12, 2004	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2004 football season.
March 10, 2005	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2005 football season.
March of 2005	President White reported that there had been no serious incidences regarding the pre-game service of alcohol, and further noted that the UI created a restaurant-type atmosphere within the secure areas.
August 2005	Following discussion regarding the presence of supervised minors in the alcohol service areas, the Board amended policy Section I.J. to specifically allow for the persons of the lawful age to consume alcohol to be accompanied by youth for whom they are responsible in the secure alcohol service areas, provided the youth remain at all times under the supervision and control of the individual of lawful age.
August 10, 2006	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2006 football season.
Fall 2006	This past season (fall of 2006), there were no serious issues or concerns related to the service of alcohol at pre-game events. A wristband policy is in place to better supervise minors in the alcohol service areas.
August 9, 2007	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2007 football season.
Fall 2007	This past season (fall of 2007), there were no serious issues or concerns related to the service of alcohol at pre-game events. The wristband policy remains in place to better supervise minors in the alcohol service areas.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.J – Use of Institutional Facilities and Services With Regard to the Private Sector

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BACKGROUND

The current Board policy provides that Idaho institutions may not allow service of alcohol on campus in conjunction with athletic events. For the past four football seasons, the Board has granted an exception to the policy under limited circumstances for pre-game events in secure areas.

DISCUSSION

UI seeks permission to set up secure areas prior to each home football game. In the secure areas, patrons may purchase food and beverages (non alcoholic and alcoholic) from Sodexo, the University's official food service provider. The UI will follow all requirements of Board policy regarding alcohol service, and will conduct the pre-game activities under the conditions set out in the motion, which are the same as those set by the Board over the last three years.

There have been no serious incidences regarding the pre-game service of alcohol. UI creates a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the University and are strategic friend- and fund-raising opportunities.

In managing its pre-game functions, UI seeks to provide a safe, fun, and exciting atmosphere that promotes attendance and enhances the game experience. All pre-game activities open four hours prior to kickoff, and all activities cease at kickoff. The secure areas where alcohol is available are fenced or cordoned off, or occur within specifically designated rooms.

- "Vandal Game Day" is focused on adult-based activities and targets active alums or Vandal supporters who come to the game to see acquaintances and meet and socialize with other Vandal fans. Individual schools or groups may reserve tents and seating in this area, located on the North Kibbie Field.
- The "Corporate Tent Area" provides an opportunity for corporate sponsors to reward employees and say "thank you" to valued customers by hosting private functions. This area is located at the Student Activities Field east of the Kibbie Dome.
- The "President's Circle Pre-Game Function" is provided for invited guests and allows the university leadership to mix with the guests. This area is also located on the Student Activities Field, with the Vandal Athletic Center as a rain out location.

IMPACT

Again there have been no serious incidences regarding the pre-game service of alcohol during the Fall 2007 season. Feedback on the events has been very

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positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the University and are strategic friend-and fund-raising opportunities. In addition, the UI earns commission revenues (20% gross sales) from the sale of food and beverages provided by Sodexo.

The request is for the same events with the same restrictions as the prior year with the following exceptions:

- In item 6 of the proposed motion, we are clarifying that the reference to “2 entry points” is the maximum number of entry points, each of which must be manned by security personnel. Some of the tents in the corporate tent area and the President’s Circle Pre-Game Function may have a single entrance, manned by security personnel. None will have more than two and all entry points will be manned with security personnel.
- The location for President’s Circle Pre-Game Function area is also now defined as within the Student Activities Field east of the Kibbie Dome. This is the same area used for the Corporate Tents.

STAFF COMMENTS AND RECOMMENDATIONS

State Board staff offers no comments or recommendations.

BOARD ACTION

A motion to approve the request by the University of Idaho to establish secure areas for the purpose of allowing the above specified pre-game activities (Vandal Game Day, Corporate Tent Area, and President’s Circle Pre-Game Function) for the 2008 home football season, such events to be in compliance with Board policy section I.J. and the following conditions:

1. The service area shall be secure, surrounded by a fence to control access to and from the area.
2. The pre-game events shall be limited to four hours, ending at kick-off.
3. Alcohol making or distributing companies may not sponsor the activities or tents.
4. UI shall use a color-coded wrist band or pass admission system to identify attendees and invited guests.
5. UI shall send companies sponsoring a corporate tent a letter outlining the Board alcohol policy and further conditions set by the Board. The letter will state that the minimum drinking age in Idaho is 21 and that at no time may they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.
6. There must be no more than two entry points, each manned by security personnel, for the secure area.
7. Security personnel shall be located throughout the secure service to monitor use of wristbands, patron behavior, and entrance and exit.
8. No person may exit the secure area with alcoholic beverages.

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9. Tent sponsors shall insure and indemnify the State of Idaho, the State Board of Education and Board of Regents of the University of Idaho and the University of Idaho for a minimum of \$2,000,000, and shall obtain the proper permits and licenses.
10. The area is for sponsors to entertain clients/guests for the fall of 2007 home football games, including the sales and service of alcohol.
11. This exception is only for the 2008 football season; the University shall bring the matter back to the Board after the conclusion of the 2008 football season for reconsideration for 2009.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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SUBJECT

Temporary/Proposed Rule Governing Thoroughness, IDAPA 08.02.03.111
Assessment in the Public Schools

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.03 - Section 111, as amended
No Child Left Behind Act of 2001. Section 1111(b)(3)(c)(v)(I)
Non-Regulatory Guidance: Assessment and Accountability for Recently Arrived
and Former Limited English Proficient (LEP) Students May 2007

BACKGROUND

The federal requirements under the No Child Left Behind Act of 2001 for statewide standard achievement testing are for testing in grades 3-8 and once in high school. Idaho has chosen to test in grade 10 as the year required for high school. Additionally, the State Board of Education implemented rules requiring testing in grades 2 and 9 and requiring an additional fall administration for grades 2-10.

In 2007, the U.S. Department of Education released non-regulatory guidance that stated first year limited English proficient (LEP) students are required to take the standard achievement tests for not only math, but science as well, beginning in 2008. The science requirement has been communicated to Idaho school districts, but has not yet been inserted into Board Rule.

DISCUSSION

The Board's Rule currently requires testing of grades 2-10 in the fall and spring. Fall testing and the 2nd and 9th grade Idaho Standards Achievement Tests (ISAT) are not required for federal accountability. The governor has requested that Idaho review the costs associated with the statewide assessments. As a cost savings measure and because grades 2 and 9 are optional, the Board directed the testing vendor to stop development of ISAT in grades 2 and 9. In July of 2007, the Board convened a committee comprised of members from the State Board of Education, educational stakeholders, and various school districts across the state to assist the educational aspects of the assessment system. The committee was co-chaired by Board Member Richard Westerberg and Superintendent Tom Luna and met several times, completing their work in April 2008. The committee recommended a statewide survey of educators to provide broad input from the educational community and that survey was completed. Twenty-four hundred respondents were included in the report of results. The committee considered survey results in their recommendations to the Board. The committee recommends that ISAT testing in grades 2 and 9 be eliminated.

The Board's Rule currently requires testing students in the fall as a part of the overall ISAT system. The fall ISAT is a carryover from the previous vendor and precedes the requirements of No Child Left Behind. Based on the survey and committee members experience it is clear that use of the data from the fall ISAT

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varies with each district. The Board Assessment Committee concluded that the fall test is well utilized in schools and districts for educational planning for some students (students new to the district, low achieving, and at-risk), but is burdensome to test “all students”. The committee was informed that there is no cost savings in making the fall ISAT optional. The committee recommended that the fall test be made optional at the district, school, student and content area.

If the fall ISAT is made optional, the full cost of offering an online test would still apply. This is due to: (1) the cost of preparing the test and the software, network and infrastructure to deliver the assessment online is the same for one student or thousands; and (2) the adaptive nature (not on-grade-level) of the test for math and language and partially adaptive for reading is expensive. (Science, offered at only three grades 5, 7, and 10 cannot be adaptive). Therefore, there would be no significant cost savings at the state level by making the fall ISAT optional.

Federal regulations require that first year limited English proficient (LEP) students be assessed in math and science, yet be exempted from reading and language usage. When the current Board Rule was written, the science ISAT was not yet in place. Now that science is a part of the comprehensive assessment program, it needs to be added to the requirements for first year LEP students.

The changes in Board Rule seek to remove the requirement for administering ISAT reading, language usage, and math in grades 2, 9, and make fall testing optional. In addition it would add the requirement to Board Rule for first year LEP students in grades 5,7, and 10 to take the science ISAT.

IMPACT

The impact of eliminating the grade 2 ISAT is that schools and districts would be relieved of the burden of testing one grade level, approximately 18,000 students statewide. The educational impact would be that student achievement in reading would be monitored and assessed only by the Idaho Reading Indicator and the monitoring of math and language usage would have to be managed at the classroom, school and district level.

The positive impact of eliminating the grade 9 ISAT is that schools and districts would be relieved of the burden of testing one grade level, approximately 18,000 students statewide. The educational impact would be that the monitoring of student achievement in math, reading and language usage would default to the district for the classroom, school and district levels. This would add a burden to districts that are not currently using standards-based assessments for classroom, school and district monitoring. For those school districts that have already implemented standards-based assessments, there would be little negative impact. For students who are at risk of not passing the graduation test, it is conceivable that a student would be assessed in spring of grade 8 and not be assessed again until fall of 9th grade. Many schools report that the 9th grade test is a determining factor in planning interventions for those students who appear to

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be progressing at a rate that leaves them unprepared to pass the 10th grade test, especially the high stakes Spring ISAT Graduation Test.

The positive impact of making the fall ISAT optional is the lifting of the burden of testing all students 3-8 and 10 twice annually. Continuing to offer a statewide online adaptive test for a portion of the population, as requested by the Board Assessment Committee, would not reduce the cost of the test as we have no way of planning for which students would or would not test. Our vendor would be prepared to test the full population of grades 3-8 and 10. Minimally negative, no grade, school, or district reports could be generated with partial populations taking the test. The statewide assessment survey sent out in spring 2008 was inconclusive and indicated that schools and districts reported mixed opinions of whether it would be better to *continue as is, eliminate fall testing, or make the fall test optional*. For those at-risk students approaching the graduation test, it is conceivable that a student would be assessed in spring of grade 8 and not assessed again until the first administration of the graduation test in the spring of 10th grade. With the option, districts and schools will have the final say in this matter.

ATTACHMENTS

Attachment 1 – Proposed Amendment to Rules Governing Thoroughness IDAPA
08.02.03.111 Assessment in the Public Schools Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Second grade ISAT: Board staff recommends the elimination of the grade 2 ISAT.

Ninth grade ISAT: Board staff is concerned about skipping a year between 8th and 10th grade testing and missing one data point for all of the at-risk populations. However, Board staff recommends the elimination of the grade 9 ISAT based on financial issues only.

Fall ISAT: Board staff believes that funds spent on an optional fall test for a potentially small percentage of students might be better spent on other needs in the Comprehensive Assessment Program. There is no way to predict the number of schools and districts that will take advantage of an optional Fall ISAT. The Board will be able to consider the continuation or elimination of fall testing in again in 2009 when the actual numbers tested and the dollars spent to provide the fall test are available. Board staff recommends amending the rule to make the Fall ISAT testing optional at the district, school grade level and student level.

Including Science for LEP students: Board staff recommends the approval of the rule changes to include the administration of the ISAT science test for first year LEP students.

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BOARD ACTION

A motion to approve the Temporary and Proposed Rule change to IDAPA 08.02.03.111.06(c) to eliminate the ISAT in grade 2, effective August 15, 2008.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the Temporary and Proposed Rule change to IDAPA 08.02.03.111.06(j) to eliminate the ISAT in grade 9, effective August 15, 2008.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve Temporary and Proposed Rule change to IDAPA 08.02.03.111.07 to make the fall ISAT optional, effective August 15, 2008.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve Temporary and Proposed Rule change to IDAPA 08.02.03.111.04 to include the science requirement for first year LEP students, effective August 15, 2008.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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IDAPA 08
TITLE 02
CHAPTER 03

08.02.03 - RULES GOVERNING THOROUGHNESS

111. ASSESSMENT IN THE PUBLIC SCHOOLS.

01. Philosophy. Acquiring the basic skills is essential to realization of full educational, vocational and personal/social development. Since Idaho schools are responsible for instruction in the basic scholastic skills, the State Board of Education has a vested interest in regularly surveying student skill acquisition as an index of the effectiveness of the educational program. This information can best be secured through objective assessment of student growth. The State Board of Education will provide oversight for all components of the comprehensive assessment program. (4-2-08)

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

03. Content. The comprehensive assessment program will consist of multiple assessments, including, the Idaho Reading Indicator (IRI), the Direct Writing Assessment (DWA), the Direct Mathematics Assessment (DMA), the National Assessment of Educational Progress (NAEP), the Idaho English Language Assessment, the Idaho Standards Achievement Tests (ISAT), and the Idaho Alternate Assessment. (4-2-08)

04. Testing Population. All students in Idaho public schools, grades kindergarten through twelve (K-12), are required to participate in the comprehensive assessment program approved by the State Board of Education and funded. (4-2-08)

- a.** All students who are eligible for special education shall participate in the statewide assessment program. (4-6-05)
- b.** Each student's individualized education program team shall determine whether the student shall participate in the regular assessment without accommodations, the regular assessment with accommodations or adaptations, or whether the student qualifies for and shall participate in the alternate assessment. (4-6-05)
- c.** Limited English Proficient (LEP) students, as defined in Subsection 112.03.d.iv., who receive a score below the fluent level on the Idaho English Language Assessment and have an Education Learning Plan

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(ELP), shall be given the ISAT with accommodations or adaptations as outlined in the ELP. Students can be categorized as LEP students for two (2) years after testing proficient on the language proficiency test and exiting the LEP program. LEP students who do not have an ELP or a language acquisition score will be given the regular ISAT without accommodations or adaptations. LEP students who are enrolled in their first year of school in the United States may take the IELA in lieu of the reading/language usage ISAT, but will still be required to take the math and science ISAT with accommodations or adaptations as determined by the language proficiency score and ELP. Such LEP students will be counted as participants for the ninety-five percent (95%) participation target, as described in Subsection 112.03. However, such LEP students are not required to be counted for AYP purposes in determining proficiency, as described in Subsection 112.02. ~~(4-2-08)~~ (8-15-08)T

05. Scoring and Report Formats. Scores will be provided for each subject area assessed and reported in standard scores, benchmark scores, or holistic scores. Test results will be presented in a class list report of student scores, building/district summaries, content area criterion reports by skill, disaggregated group reports, and pressure sensitive labels as appropriate. Information about the number of students who are eligible for special education who participate in regular and alternate assessments, and their performance results, shall be included in reports to the public if it is statistically sound to do so and would not disclose performance results identifiable to individual students. (5-3-03)

06. Comprehensive Assessment Program. The State approved comprehensive assessment program is outlined in Subsections 111.06.a. through 111.06.l. Each assessment will be comprehensive of and aligned to the Idaho State Content Standards it is intended to assess. In addition, districts are responsible for writing and implementing assessments in those standards not assessed by the state assessment program. (4-2-08)

a. Kindergarten - Idaho Reading Indicator, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

b. Grade 1 - Idaho Reading Indicator, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

c. Grade 2 - Idaho Reading Indicator, ~~Grade 2 Idaho Standards Achievement Tests~~, Idaho Alternate Assessment, Idaho English Language Assessment. ~~(4-2-08)~~ (8-15-08)T

d. Grade 3 - Idaho Reading Indicator, Grade 3 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

e. Grade 4 - Direct Math Assessment, National Assessment of Educational Progress, Grade 4 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

f. Grade 5 - Direct Writing Assessment, Grade 5 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

g. Grade 6 - Direct Math Assessment, Grade 6 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

h. Grade 7 - Direct Writing Assessment, Grade 7 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

i. Grade 8 - Direct Math Assessment, National Assessment of Educational Progress, Grade 8 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

j. Grade 9 - Direct Writing Assessment, ~~Grade 9 Idaho Standards Achievement Tests~~, Idaho Alternate Assessment, Idaho English Language Assessment. ~~(4-2-08)~~ (8-15-08)T

k. Grade 10 - High School Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

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- l.** Grade 11 – Idaho English Language Assessment. (4-2-08)
- m.** Grade 12 - National Assessment of Educational Progress, Idaho English Language Assessment. (4-2-08)
- n.** *Students who achieve a proficient or advanced score on a portion or portions of the ISAT, or the Idaho Alternate Assessment, offered in the Spring of their tenth grade year or later are not required to continue taking that portion or portions. (4-2-08)
- 07. Comprehensive Assessment Program Schedule.** (5-3-03)
- a.** The Idaho Reading Indicator will be administered in accordance with Section 33-1614, Idaho Code. (3-15-02)
- b.** The Direct Math Assessment and the Direct Writing Assessment will be administered in December in a time period specified by the State Department of Education. (3-15-02)
- c.** The National Assessment of Educational Progress will be administered in timeframe specified by the U.S. Department of Education. (3-15-02)
- d.** The Idaho Standards Achievement Tests will be administered twice annually in the Fall and Spring in a time period specified by the State Board of Education. The Spring ISAT is required to be administered by all Local Education Agencies (LEAs). The administration of the Fall ISAT shall be optional. ~~(5-3-03)~~ (8-15-08)T
- e.** The Idaho Alternate Assessment will be administered in a time period specified by the State Board of Education. (4-2-08)
- f.** The Idaho English Language Assessment will be administered in a time period specified by the State Board of Education. (4-2-08)
- 08. Costs Paid by the State.** Costs for the following testing activities will be paid by the state: (4-1-97)
- a.** All consumable and non-consumable materials needed to conduct the prescribed statewide comprehensive assessment program; (3-15-02)
- b.** Statewide distribution of all assessment materials; (3-15-02)
- c.** Processing and scoring student response forms, distribution of prescribed reports for the statewide comprehensive assessment program; and (3-15-02)
- d.** Implementation, processing, scoring and distribution of prescribed reports for the Direct Writing Assessment and the Direct Mathematics Assessment. (3-15-02)
- 09. Costs of Additional Services.** Costs for any additional administrations or scoring services not included in the prescribed statewide comprehensive assessment program will be paid by the participating school districts. (3-15-02)
- 10. Services.** The comprehensive assessment program should be scheduled so that a minimum of instructional time is invested. Student time spent in testing will not be charged against attendance requirements. (3-15-02)
- 11. Test Security, Validity and Reliability.** Test security is of the utmost importance. To ensure integrity of secure test items and protect validity and reliability of test outcomes, test security must be maintained. School districts will employ security measures in protecting statewide assessment materials from compromise. Each

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individual who has any opportunity to see test items must sign a state-provided confidentiality agreement, which the district must keep on file in the district for at least two (2) years. Documentation of security safeguards must be available for review by authorized state and federal personnel. (4-2-08)

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

b. The ISAT will be refreshed each year to provide additional security beginning with grades four (4) eight (8) and ten (10) in 2007. Items will be refreshed for grades three (3) and seven (7) in 2008; and grades five (5) and six (6) in 2009; and grades two (2) and nine (9) in 2010. ~~(3-20-04)~~ (8-15-08)T

c. Any assessment used for federal reporting shall be independently reviewed for reliability, validity, and alignment with the Idaho Content Standards. (4-2-08)

12. Demographic Information. Accurate demographic information must be submitted as required for each test to assist in interpreting test results. It may include but is not limited to race, sex, ethnicity, and special programs, (Title I, English proficiency, migrant status, special education status, gifted and talented status, and socio-economic status). (4-2-08)

13. Dual Enrollment. For the purpose of non-public school student participation in non-academic public school activities as outlined in Section 33-203, Idaho Code, the Idaho State Board of Education recognizes the following: (3-15-02)

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

b. A portfolio demonstrating grade level proficiency in at least five (5) of the subject areas listed in Subsections 111.13.b.i. through 111.13.b.vi. Portfolios are to be judged and confirmed by a committee comprised of at least one (1) teacher from each subject area presented in the portfolio and the building principal at the school where dual enrollment is desired. (4-6-05)

i. Language Arts/Communications. (3-15-02)

ii. Math. (3-15-02)

iii. Science. (3-15-02)

iv. Social Studies. (3-15-02)

v. Health. (3-15-02)

vi. Humanities. (3-15-02)

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

No Child Left Behind Act of 2001. Section 1111(b)(3)(c)(v)(I)

(C) REQUIREMENTS- Such assessments shall--

- (i) be the same academic assessments used to measure the achievement of all children;
- (ii) be aligned with the State's challenging academic content and student academic achievement standards, and provide coherent information about student attainment of such standards;
- (iii) be used for purposes for which such assessments are valid and reliable, and be consistent with relevant, nationally recognized professional and technical standards;
- (iv) be used only if the State educational agency provides to the Secretary evidence from the test publisher or other relevant sources that the assessments used are of adequate technical quality for each purpose required under this Act and are consistent with the requirements of this section, and such evidence is made public by the Secretary upon request;
- (v)(I) except as otherwise provided for grades 3 through 8 under clause vii, measure the proficiency of students in, at a minimum, mathematics and reading or language arts, and be administered not less than once during--
 - (aa) grades 3 through 5;
 - (bb) grades 6 through 9; and
 - (cc) grades 10 through 12;
- (II) beginning not later than school year 2007-2008, measure the proficiency of all students in science and be administered not less than one time during--
 - (aa) grades 3 through 5;
 - (bb) grades 6 through 9; and
 - (cc) grades 10 through 12;

Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students Non-Regulatory Guidance MAY 2007

Page 4. The regulations include testing and accountability flexibility for SEAs and LEAs regarding recently arrived LEP students. The flexibility does not extend to State mathematics assessments or, beginning in the 2007-2008 school year, State science assessments. Recently arrived LEP students must take the State's mathematics assessment, with accommodations as necessary. Beginning in the 2007-2008 school year, recently arrived LEP students also must take the State's science assessment, with accommodations as necessary.

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SUBJECT

Approval of the Temporary and Proposed rule governing Residency Classification, IDAPA 08.01.04

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-105 (1) Executive Department, Idaho Code. Section 33-3717B Residency Requirements, Idaho Code. IDAPA 08.01.04 – Rules Governing Residency Classification

BACKGROUND

During the 2008 session, statutory changes were made to Sections 33-3717B, Idaho Code, revisions to the rule are necessary to comply with the statutory changes.

The Board approved the proposed legislation during the November 2007 Board Meeting.

DISCUSSION

HB 401 was enacted into law during the 2008 legislative session. This legislation followed up the Office of Performance Evaluation (OPE) report from January 2004. Statutory changes are in line with the recommendations of OPE. Changes to the rules are necessary in order for the rule to conform to the statutory changes made during the 2008 legislative session. The temporary and proposed rule clarifies whether full-time, nonresident students are presumed to be in Idaho primarily for educational purposes—unless they clearly demonstrate they are primarily engaged in activities other than those of a student. The statute and proposed rule provide the necessary guidance on this issue.

The statute states that a student who is enrolled for more than eight (8) hours in any semester or quarter during a twelve (12) month period shall be presumed to be in Idaho primarily for educational purposes. Such period of enrollment shall not be counted toward the establishment of a bona fide domicile in this state unless the student proves, in fact, establishment of a bona fide domicile in this state primarily for purposes other than educational.

The statute also identifies the factors needed to show that domicile has been established primarily for purposes other than education. Statute states that institutions determining whether a student is domiciled in the state of Idaho primarily for purposes other than educational shall consider, but shall not be limited to, the following factors:

Any of the following, if done for at least twelve (12) months before the term in which the student proposes to enroll as a resident student, proves the establishment and maintenance of domicile in Idaho for purposes other than educational and supports classification of a student as an Idaho resident:

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- Filing of Idaho state income tax returns covering a period of at least twelve (12) months before the term in which the student proposes to enroll as a resident student;
- Permanent full-time employment or the hourly equivalent thereof in the state of Idaho; or
- Ownership by the student of the student's living quarters.

In addition to the three specified factors, the statute provides seven (7) factors which give support to domiciliary intent, and provides the basis for the rules to consider a rebuttable presumption clause which provides students an additional means of proving domiciliary intent.

Board approval would align rule to current statute, and make a policy decision to provide students a means to prove domiciliary intent and establishment of Idaho residency for purposes of tuition and fees at Idaho public institutions.

IMPACT

There will be no fiscal impact to the general fund as a result of this statute or rule. However, it is not known if this legislation will have an impact on the number of out of state students who will attend higher education institutions.

ATTACHMENTS

Attachment 1 – Temporary and Proposed rules governing Residency Classification	Page 3
Attachment 2 – HB401	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

The changes to the Temporary Proposed rule brings it in to alignment with the statute changes and primarily state what additional factors a student must prove in establishing residency.

Staff recommends approval of the Temporary and Proposed rules Governing Residency Classification. IDAPA 08.01.04.

BOARD ACTION

A motion to approve the Temporary and Proposed rule governing Residency Classification, IDAPA 08.01.04. effective August 1, 2008.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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IDAPA 08
TITLE 01
CHAPTER 04

08.01.04 - RULES GOVERNING RESIDENCY CLASSIFICATION
THE STATE BOARD OF EDUCATION

000. LEGAL AUTHORITY.

This chapter is adopted under the legal authority of Section 33-3717B, Idaho Code.

(1-1-94) (8-1-08)T

001. TITLE AND SCOPE.

The title of this chapter is Residency. This chapter has the following scope: the four-year institutions under the supervision of the State Board of Education and the Regents of the University of Idaho, the University of Idaho, Boise State University, Idaho State University, and Lewis-Clark State College are required to make residency determinations pursuant to Section 33-3717B, Idaho Code, and these rules.

(1-1-94) (8-1-08)T

002. WRITTEN INTERPRETATIONS -- AGENCY GUIDELINES.

Written interpretations to these rules in the form of explanatory comments are available from the Office of the State Board of Education, 650 West State Street, Room 307, Boise, Idaho 83720.

(1-1-94)

003. ADMINISTRATIVE APPEALS.

Provisions for appeal of a residency determination are set forth in Section 103 of this chapter.

(1-1-94)

004. PUBLIC RECORDS ACT COMPLIANCE.

All rules required to be adopted by this chapter are public records.

(1-1-94)

005. DEFINITIONS.

01. Resident Student. Resident student is defined in Section 33-3717B, Idaho Code, and specifically includes:

(1-1-94) (8-1-08)T

a. Any student who has one (1) or more parent or parents or court appointed guardians who are domiciled in the state of Idaho for at least ~~one (1) year~~ twelve (12) months prior to the opening day of the term for which the student matriculates, and the parent or parents or guardians provide at least fifty percent (50%) of the student's support.

(8-1-08)T

b. Any student who receives less than fifty percent (50%) of his support from a parent, parents, or legal guardians ~~who are not residents of Idaho for voting purposes and which student who~~ has continuously resided and maintained a bona fide domicile in the state for twelve (12) months immediately preceding the opening day of the term during which the student proposes to attend ~~and who has in fact established a bona fide domicile in the state of Idaho~~ primarily for purposes other than educational.

(1-1-94) (8-1-08)T

c. Unless disqualified as a nonresident student as defined in Subsection 005.02, any student who is a graduate of an accredited secondary school in the state of Idaho and who matriculates during the term immediately following such graduation.

(1-1-94)

d. The spouse of a person who is classified or is eligible for classification as a resident of the state for purposes of attending a college or university, provided that the institution shall require the filing of proof of marriage by the applicant.

(1-1-94)

e. A member of the armed forces of the United States stationed in the state on military orders.

(1-1-94)

f. An officer or an enlisted member of the Idaho national guard.

(8-1-08)T

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fg. A student whose parent or guardian is a member of the armed forces and stationed in the state on military orders and who receives fifty percent (50%) or more of his support from a parent or guardian, provided that the student, while in continuous attendance, shall not lose residency status when the student's parent or guardian is transferred on military orders. (1-1-94)

gh. A person separated, under honorable conditions, from the United States armed forces after at least two (2) years of service, who at the time of separation designates the state of Idaho as his intended domicile or who has Idaho as the home of record in service and enters a college or university in the state within one (1) year of the date of separation. (1-1-94)

hi. Any person who has been domiciled in the state, has qualified and would otherwise be qualified under Section 33-3717B, Idaho Code, and who is away from the state for a period of less than ~~one (1) calendar year~~ thirty (30) months and has not established legal residence elsewhere, provided a twelve (12) month period of continuous residence has been established immediately prior to departure. ~~(1-1-94)~~ (8-1-08)T

j. A student who is a member of any of the following Idaho Native American Indian tribes, regardless of current domicile, shall be considered an Idaho state resident for purposes of fees or tuition at institutions of higher education: members of the following Idaho Native American Indian tribes, whose traditional and customary tribal boundaries included portions of the state of Idaho, or whose Indian tribe was granted reserved lands within the state of Idaho: (8-1-08)T

<u>(i)</u>	<u>Coeur d'Alene tribe;</u>	<u>(8-1-08)T</u>
<u>(ii)</u>	<u>Shoshone-Paiute tribes;</u>	<u>(8-1-08)T</u>
<u>(iii)</u>	<u>Nez Perce tribe;</u>	<u>(8-1-08)T</u>
<u>(iv)</u>	<u>Shoshone-Bannock tribes;</u>	<u>(8-1-08)T</u>
<u>(v)</u>	<u>Kootenai tribe.</u>	<u>(8-1-08)T</u>

02. Nonresident Student. Nonresident student is defined in Section 33-3717B, Idaho Code, and includes: (1-1-94) (8-1-08)T

a. A student who does not qualify as a resident student as defined in Subsection 005.01. (1-1-94)

b. A student attending an institution in this state with financial assistance provided by another state or governmental entity thereof, such nonresidency continuing for one (1) year after the completion of the semester for which such assistance is last provided. (1-1-94)

c. A person who is not a citizen of the United States of America, who does not have permanent or temporary resident status or who does not hold "refugee-parolee" or "conditional entrant" status with the United States Immigration and Naturalization Service, or is not otherwise permanently residing in the United States under color of law, and who does not also comply with and meet all applicable sections of Section 33-3717B, Idaho Code, and this chapter. ~~(1-1-94)~~ (8-1-08)T

03. Continuously Resided. The term "continuously resided" as used in this chapter means physical presence in the state for twelve (12) consecutive months. Absence from the state for normal vacations, family travel, work assignments, short-term military training, and similar occasions totaling not more than thirty (30) days during the twelve (12) month qualifying period, in and of itself, will not be regarded as negating the continuous residence of the individual. (1-1-94)

04. Continuous Attendance. For purposes of Subsection 005.01.fg, "continuous attendance" means attendance at a college or university for continuing and succeeding semesters or terms excluding summer semesters or terms. ~~(1-1-94)~~ (8-1-08)T

05. Accredited Secondary School. "Accredited secondary school" means an Idaho secondary school accredited by the State Board of Education. (1-1-94)

06. Term Immediately Following Graduation. For purposes of Subsection 005.01.c. "the term

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immediately following graduation” does not include the summer semester or term of a college or university. (1-1-94)

07. Armed Forces. “Armed forces” means the United States Army, Navy, Air Force, Marine Corps, and United States Coast Guard. It does not include the National Guard or other reserve force. (3-30-01)

08. Domicile. “Domicile” means an individual’s true, fixed, and permanent home and place of habitation; the place where the individual intends to remain and to which the individual expects to return when he leaves without intending to establish a new domicile elsewhere. The establishment of domicile in Idaho occurs when a person is physically present in Idaho primarily for purposes other than educational and can show satisfactory proof that such person is without a present intention to return to another state or acquire a domicile at some other place outside the state and the person has met any other applicable requirements of this chapter. (1-1-94)

09. Support. “Support” means financial support given to the student during the twelve (12) months preceding the opening date of the term for which resident status is requested. Any student who receives less than fifty percent (50%) support may demonstrate this by showing that he is not claimed as a dependent by a parent or guardian for income tax purposes or that a parent or guardian provides less than fifty percent (50%) of the cost of attending an institution according to the financial aid office of that institution or that other similar evidence exists of parental support such as dental bills, medical bills, etc. (1-1-94)

006. -- 099. (RESERVED).

100. RESIDENT CLASSIFICATION BY ALL INSTITUTIONS.

Any student classified as a resident for purposes of higher education by one institution must be considered a resident by all other institutions. “Institutions” means the University of Idaho, Idaho State University, Boise State University, ~~and~~ Lewis-Clark State College, and Eastern Idaho Technical College. (7-1-93) (8-1-08)T

101. RESIDENCY CLASSIFICATION PROCESS.

Each institution is to develop its own procedures to determine residency status of applicants, disseminate information about the classification process, and determine the documentation required of each applicant to the institution. The institution may require whatever records, documents, or affidavits it deems necessary to classify each applicant correctly. It is the responsibility of the institution to notify the student in a timely manner of the documentation required for the classification process, and it is the responsibility of the student to provide the documentation by the deadline established by the institution. Each student must be notified in writing of the residency classification decision made by the institutional personnel responsible for determining residency status. (7-1-93)

102. FACTORS FOR DETERMINING DOMICILE.

Pursuant to Section 33-3717B, Idaho Code, the overriding factor for determining whether a student is a “resident student” is domicile. For these purposes, the establishment of domicile in Idaho occurs when a person is physically present in Idaho primarily for purposes other than educational and can show satisfactory proof that such person is without a present intention to return to another state or acquire a domicile at some other place outside the state and the person has met any other applicable requirements of this chapter. In determining whether a student is domiciled in Idaho primarily for purposes other than educational, the institutions shall consider the following:(1-1-94) (8-1-08)T

~~**01. Registration and Payment of Idaho Taxes or Fees.** Registration and payment of Idaho taxes or fees on a motor vehicle, mobile home, travel trailer, or other item of personal property for which state registration and the payment of state tax or fee is required. (1-1-94) (8-1-08)T~~

01. Domicile Established. Any of the following, if done for at least twelve (12) months before the term in which the student proposes to enroll as a resident student, proves the establishment and maintenance of domicile in Idaho for purposes other than educational: (8-1-08)T

a. Filing of Idaho state income tax returns covering a period of at least twelve (12) months before the term in which the student proposes to enroll as a resident student. (8-1-08)T

b. Permanent full-time employment or the hourly equivalent thereof in the state of Idaho. (8-1-08)T

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~~c. Ownership by the student of the students living quarters. (8-1-08)T~~

~~**02. Rebuttable Presumption.** A student who is enrolled for more than eight (8) hours in any semester or quarter during a twelve (12) month period shall be presumed to be in Idaho for primarily educational purposes. Such period of enrollment shall not be counted toward the establishment of a bona fide domicile in the state unless the student proves, in fact, establishment of a bona fide domicile in the state primarily for purposes other than educational. A student who establishes at least five (5) of the seven (7) factors listed in subsection 102.03., if done for a least twelve (12) months before the term in which the student proposes to enroll as a resident student, proves the establishment and maintenance of domicile in Idaho for purposes other then educational. (8-1-08)T~~

~~**03. Additional Factors to Determine Domiciliary Intent.** A student who establishes at least five (5) of the seven (7) following factors, if done for at least twelve (12) months before the term in which the student proposes to enroll as a resident student, proves the establishment and maintenance of domicile in Idaho for purposes other than educational: (8-1-08)T~~

~~a. **Registration and Payment of Idaho Taxes or Fees.** Registration and payment of Idaho taxes or fees on a motor vehicle, mobile home, travel trailer, or other item of personal property for which state registration and the payment of state tax or fee is required. (8-1-08)T~~

~~**02. Filing of Idaho State Income Tax Returns.** (1-1-94) (8-1-08)T~~

~~**03. Employment.** Permanent full time employment or the hourly equivalent thereof in the state of Idaho. (1-1-94) (8-1-08)T~~

~~**04b. Registration to Vote.** Registration to vote for state elected officials in Idaho at a general election. (1-1-94)~~

~~**05. Real Property Ownership in Idaho.** (1-1-94) (8-1-08)T~~

~~**06c. Holding of an Idaho Driver's License.** An Idaho state-issued ID card may be used in lieu of an Idaho driver's license. (1-1-94) (8-1-08)T~~

~~**07d. Evidence of the Abandonment of a Previous Domicile.** (1-1-94)~~

~~**08e. The Presence of Household Goods in Idaho.** (1-1-94)~~

~~**09f. The Establishment of Accounts With ~~Idaho~~ Financial Institutions in Idaho.** (1-1-94)~~

~~**10. And Other Similar Factors Indicating Intent to be Domiciled in Idaho and the Maintenance of Such Domicile.** Factors may include, but are not limited to, enrollment of dependent children in Idaho primary or secondary schools, establishment of acceptance of an offer of permanent employment for self in Idaho, or documented need to care for a relative in Idaho. (1-1-94) (8-1-08)T~~

103. APPEALS PROCEDURE.

Any student who contests the residency classification decision made pursuant to IDAPA 08.01.04.101 may appeal the decision. The student must be informed of his right to appeal, must request the appeal in writing and agree to the release of information to the review body, and must comply with deadlines established by the institution for requesting such appeal. (1-1-94)

01. Internal Appeal. The chief executive officer of each institution or his designee must appoint or cause to be appointed a committee of three (3) to five (5) members who represent faculty and administration and who will constitute a residency review committee. The individual responsible for the initial determination of residency of any student is ineligible for membership on the review committee. The committee will elect a chairman, secretary, or other position as may be deemed necessary to carry out the work of the committee. Within thirty (30) days following receipt of the student's written request to appeal the decision made pursuant to IDAPA

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08.01.04.101, the committee must meet and review the ruling. The student appealing is responsible for presenting such evidence as the committee may request and such other evidence as the student may deem pertinent to his residency status. The individual who made the initial residency classification decision pursuant to IDAPA 08.01.04.101 may be present to submit such information as he may desire for each case being appealed. The student must be notified in writing of the review committee's decision. The decision of the committee is final unless the student elects to appeal further to the Board. (7-1-93)

02. Board Appeal. Any student who contests the decision of the review committee may appeal to the Board. In such case, the student must advise the chief executive officer of the institution, in writing, of his request to submit an appeal. The chief executive officer must arrange for a review by the Board or the Board's designated representatives. The decision of the Board is final and binding on all parties concerned. (7-1-93)

104. INTERPRETATIONS RELATING TO RESIDENCY CLASSIFICATION.

01. Common Law Marriage. Any student who wants to establish residency on the basis of a common law marriage must complete an Affidavit of Common Law Marriage as approved by the Board. (7-1-93)

02. Nonresident Aliens -- Marital Privilege. Nonresident aliens who marry Idaho residents become eligible for residency classification for purposes of higher education, as provided in Section 33-3717B, Idaho Code, upon filing proof of marriage in the admissions office. However, the institutions remain responsible for complying with requirements set forth in regulations of the U.S. Immigration and Naturalization Service relating to non-immigrant alien students until such time as the alien is granted lawful resident alien status by the U.S. Immigration and Naturalization Service. (7-1-93) (8-1-08)T

105. RESIDENCY REQUIREMENTS FOR SPECIAL GRADUATE OR PROFESSIONAL PROGRAMS.

As provided in Section 33-3717B, Idaho Code, a residency requirement of at least one (1) calendar year is in effect for certain special graduate and professional programs. Those programs include, but are not limited to, the WAMI Regional Medical Program, the WICHE Professional Student Exchange Program, the Idaho Dental Education Program, the Creighton Dental Education Program, the WOI Regional Veterinary Program, and the University of Utah Medical Program. For purposes of this section, the requirement of "at least one (1) calendar year" means a period of twelve (12) consecutive months of continuous residency consistent with the requirements of Section 33-3717B, Idaho Code, immediately prior to the date of application. (1-1-94) (8-1-08)T

01. Delegation of Certification Administration. The following office or institutions are delegated the responsibility for the evaluation of applicants and determination of residency for the special graduate and professional programs for purposes of certification. (7-1-93)

- a. The University of Idaho -- WAMI Regional Medical Program, WOI Regional Veterinary Program. (7-1-93)
- b. Idaho State University -- Idaho Dental Education Program and the University of Utah Medical Program. (6-30-95)
- c. Office of the State Board of Education -- WICHE Professional Student Exchange Program. (6-30-95)

02. Appeal to the State Board of Education. Applicants for the special graduate and professional programs, upon institutional denial of residency status, may petition the Board for a hearing on the denial. The decision to grant such a hearing is discretionary with the Board and will be granted for errors in determination of residency pursuant to Section 33-3717B, Idaho Code. (1-1-94) (8-1-08)T

106. -- 999. (RESERVED).

]]]] LEGISLATURE OF THE STATE OF IDAHO]]]]
 Fifty-ninth Legislature Second Regular Session - 2008

HOUSE BILL NO. 401

1 AN ACT
2 RELATING TO PUBLIC INSTITUTIONS OF HIGHER EDUCATION; AMENDING SECTION
3 33-3717B, IDAHO CODE, TO REVISE DEFINITIONS, TO PROVIDE A PRESUMPTION FOR
4 BEING IN IDAHO PRIMARILY FOR EDUCATIONAL PURPOSES AND TO PROVIDE THAT A
5 CERTAIN PERIOD OF ENROLLMENT DOES NOT COUNT TOWARD THE ESTABLISHMENT OF
6 BONA FIDE DOMICILE IN IDAHO UNLESS THE STUDENT PROVES CERTAIN SPECIFIED
7 FACTORS.

9 SECTION 1. That Section 33-3717B, Idaho Code, be, and the same is hereby
10 amended to read as follows:

(a) Any student who has one (1) or more parent or parents or court-appointed guardians who are domiciled in the state of Idaho, and the parent, parents or guardians provide at least fifty percent (50%) of the student's support. Domicile, ~~in the case of a parent or guardian as used in this section,~~ means that individual's true, fixed and permanent home and place of habitation. It is the place where that individual intends to remain, and to which that individual expects to return when that individual leaves without intending to establish a new domicile elsewhere. To qualify under this section, the parent, parents or guardians must have maintained a bona fide domicile in the state of Idaho for at least ~~one (1) year~~ twelve (12) months prior to the opening day of the term for which the student matriculates.

(b) Any student, who receives less than fifty percent (50%) of the student's support from a parent, parents or legal guardians and who ~~are not residents of this state for voting purposes, but which student~~ has continuously resided and maintained a bona fide domicile in the state of Idaho primarily for purposes other than educational for twelve (12) months next preceding the opening day of the term during which the student proposes to attend the college or university. ~~and who has in fact established a bona fide domicile in this state primarily for purposes other than educational.~~

(c) Subject to subsection (2) of this section, any student who is a graduate of an accredited secondary school in the state of Idaho, and who matriculates at a college or university in the state of Idaho during the term immediately following such graduation regardless of the residence of the student's parent or guardian.

(d) The spouse of a person who is classified, or is eligible for classification, as a resident of the state of Idaho for the purposes of attending a college or university.

42 (e) A member of the armed forces of the United States, stationed in the
43 state of Idaho on military orders.

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3 fifty percent (50%) or more of support from parents or legal guardians.
4 The student, while in continuous attendance, shall not lose that residence
5 when the student's parent or guardian is transferred on military orders.
6 (g) A person separated, under honorable conditions, from the United
7 States armed forces after at least two (2) years of service, who at the
8 time of separation designates the state of Idaho as his intended domicile
9 or who has Idaho as the home of record in service and enters a college or
10 university in the state of Idaho within one (1) year of the date of separation.
11

12 (h) Any individual who has been domiciled in the state of Idaho, has
13 qualified and would otherwise be qualified under the provisions of this
14 statute and who is away from the state for a period of less than ~~one (1)~~
15 ~~calendar year~~ **thirty (30) months** and has not established legal residence
16 elsewhere provided a twelve (12) month period of continuous residence has
17 been established immediately prior to departure.

18 (i) A student who is a member of any of the following Idaho Native American
19 Indian tribes, regardless of current domicile, shall be considered an
20 Idaho state resident for purposes of fees or tuition at institutions of
21 higher education: members of the following Idaho Native American Indian
22 tribes, whose traditional and customary tribal boundaries included portions
23 of the state of Idaho, or whose Indian tribe was granted reserved
24 lands within the state of Idaho: (i) Coeur d'Alene tribe; (ii) Shoshone-
25 Paiute tribes; (iii) Nez Perce tribe; (iv) Shoshone-Bannock tribes; (v)
26 Kootenai tribe.

27 (2) A "nonresident student" shall mean any student who does not qualify
28 as a "resident student" under the provisions of subsection (1) of this section,
29 and shall include:

30 (a) A student attending an institution in this state with the aid of
31 financial assistance provided by another state or governmental unit or
32 agency thereof, such nonresidency continuing for one (1) year after the
33 completion of the semester for which such assistance is last provided.

34 (b) A person who is not a citizen of the United States of America, who
35 does not have permanent or temporary resident status or does not hold
36 "refugee-parolee" or "conditional entrant" status with the United States
37 immigration and naturalization service or is not otherwise permanently
38 residing in the United States under color of the law and who does not also
39 meet and comply with all applicable requirements of this section.

40 (3) The establishment of a new domicile in Idaho by a person formerly
41 domiciled in another state has occurred if such person is physically present
42 in Idaho primarily for purposes other than educational and can show satisfactory
43 proof that such person is without a present intention to return to such
44 other state or to acquire a domicile at some other place outside of Idaho. A
45 student who is enrolled for more than eight (8) hours in any semester or quarter
46 during a twelve (12) month period shall be presumed to be in Idaho for
47 primarily educational purposes. Such period of enrollment shall not be counted
48 toward the establishment of a bona fide domicile in this state unless the student
49 proves, in fact, establishment of a bona fide domicile in this state primarily
50 for purposes other than educational. Institutions determining whether a
51 student is domiciled in the state of Idaho primarily for purposes other than
52 educational shall consider, but shall not be limited to, the following factors:
53

54 (a) ~~Registration and payment of Idaho taxes or fees on a motor vehicle,~~
55 ~~mobile home, travel trailer, or other item of personal property for which~~

3

1 ~~state registration and the payment of a state tax or fee is required. Any~~
2 ~~of the following, if done for at least twelve (12) months before the term~~
3 ~~in which the student proposes to enroll as a resident student, proves the~~
4 ~~establishment and maintenance of domicile in Idaho for purposes other than~~
5 ~~educational and supports classification of a student as an Idaho resident:~~

6 (b) Filing of Idaho state income tax returns covering a period of
7 at least twelve (12) months before the term in which the student pro-

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8 poses to enroll as a resident student;

9 (ei) Permanent full-time employment or the hourly equivalent
10 thereof in the state of Idaho; or

11 (iii) Ownership by the student of the student's living quarters.

12 **(b) The following, if done for at least twelve (12) months before the**
13 **term in which the student proposes to enroll as a resident student, lend**
14 **support to domiciliary intent and the absence of which indicates a lack of**
15 **domiciliary intent. By themselves, the following do not constitute suffi-**
16 **cient evidence of the establishment and maintenance of a domicile in Idaho**
17 **for purposes other than educational:**

18 (i) Registration and payment of Idaho taxes or fees on a motor
19 vehicle, mobile home, travel trailer or other item of personal prop-
20 erty for which state registration and the payment of a state tax or
21 fee is required;

22 (ai) Registration to vote for state elected officials in Idaho at a
23 general election;

24 (iii) Holding an Idaho driver's license;

25 (iv) Evidence of abandonment of a previous domicile;

26 (v) Presence of household goods in Idaho;

27 (vi) Establishment of accounts with Idaho financial institutions;
28 and

29 (vii) Other similar factors indicating intent to be domiciled in
30 Idaho and the maintenance of such domicile.

31 (4) The state board of education and the board of regents of the univer-
32 sity of Idaho shall adopt uniform and standard rules applicable to all state
33 colleges and universities now or hereafter established to determine resident
34 status of any student and to establish procedures for review of that status.

35 (5) Appeal from a final determination denying resident status may be ini-
36 tiated by the filing of an action in the district court of the county in which
37 the affected college or university is located; an appeal from the district
38 court shall lie as in all civil actions.

39 (6) Nothing contained herein shall prevent the state board of education
40 and the board of regents of the university of Idaho from establishing quotas,
41 standards for admission, standards for readmission, or other terms and
42 requirements governing persons who are not residents for purposes of higher
43 education.

44 (7) For students who apply for special graduate and professional programs
45 including, but not limited to, the WAMI (Washington, Alaska, Montana, Idaho)
46 regional medical program, the WICHE student exchange programs, Creighton uni-
47 versity school of dental science, the university of Utah college of medicine,
48 and the Washington, Oregon, Idaho (WOI) regional program in veterinary medical
49 education, no applicant shall be certified or otherwise designated as a bene-
50 ficiary of such special program who has not been a resident of the state of
51 Idaho for at least one (1) calendar year previous to the application date.

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS
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SUBJECT

Approval of Proposed Rule Change, Rules Governing Public Charter Schools

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.04 – Section 300, Rules Governing Public Charter Schools

BACKGROUND

Idaho code and the Board's administrative rules governing public charter schools require public charter schools to submit programmatic operations audits to their authorizers on an annual basis.

In its Spring 2007 Virtual Schools Operations report to the legislature, the Office for Performance Evaluations recommended the implementation of additional reporting requirements for virtual schools.

DISCUSSION

Though current statute and administrative rule require the submission of annual programmatic operations audits, they do not provide direction regarding the scope of such audits. As a result, public charter schools submit a wide range of audit reports that may or may not prove valuable for oversight and evaluation of those schools.

The proposed rule would provide a basic list of elements to be included in programmatic operations audits. Additional elements specific to virtual schools would be required of virtual public charter schools. Also, the rule would require that at least two persons outside the immediate stakeholder groups of public charter schools participate in completion of the audits.

IMPACT

The proposed rule, if approved, will define minimum elements for inclusion in the annual programmatic operations audits submitted by public charter schools to their authorizers, helping to ensure the quality of Idaho's public charter schools.

ATTACHMENTS

Attachment 1 – Text of Proposed Rule Change

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the proposed rule change.

BOARD ACTION

A motion to approve the proposed rule change to IDAPA 08.02.04.300.03, Rules Governing Public Charter Schools, defining minimum requirements for charter schools' annual programmatic operations audits.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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300. PUBLIC CHARTER SCHOOL RESPONSIBILITIES.

01. General. The governing board of a public charter school shall be responsible for ensuring that the public charter school is adequately staffed, and that such staff provides sufficient oversight over all public charter school operational and educational activities. In addition, the governing board of a public charter school shall be responsible for ensuring compliance with Title 33, Chapter 52, Idaho Code. (4-11-06)

02. Compliance with Terms of Charter. The governing board of a public charter school shall be responsible for ensuring that the school is in compliance with all of the terms and conditions of the charter approved by the authorized chartering entity of the school, as reflected in the final approved petition filed with the Board. In addition, the governing board of the public charter school shall be responsible for ensuring that the school complies with all applicable federal and state education standards, as well as all applicable state and federal laws, rules and regulations, and policies. (4-11-06)

03. Annual Reports. The governing board of a public charter school must submit an annual report to the authorized chartering entity of the school, as required by Section 33-5206(7), Idaho Code. The report shall contain the audit of the fiscal and programmatic operations as required in Section 33-5205(3)(j), Idaho Code, a report on student progress based on the public charter school's student educational standards identified in Section 33-5205(3)(b), Idaho Code, and a copy of the public charter school's accreditation report. An authorized chartering entity may reasonably request that a public charter school provide additional information to ensure that the public charter school is meeting the terms of its charter. (4-11-06)

a. The annual programmatic operations audit shall be conducted with the substantive input of at least two persons outside the immediate stakeholder group of the public charter school, and shall address at least the following: effectiveness of school governance; fiscal soundness as defined by Section 33-5209(2)(c), Idaho Code; effectiveness of the educational program with supporting evidence; stakeholder satisfaction; and strategic planning.
()

b. Virtual public charter school programmatic operations audits shall also address effectiveness of the learning management system; effectiveness of special service delivery to qualifying students; and frequency and quality of student-teacher interaction.
()

04. Operational Issues. The governing board of the public charter school shall be responsible for promptly notifying its authorized chartering entity if it becomes aware that the public charter school is not operating in compliance with the terms and conditions of its charter. Thereafter, the governing board of the public charter school shall also be responsible for advising its authorized chartering entity with follow-up information as to when, and how, such operational issues are finally resolved and corrected. (4-11-06)

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IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Proposed rule changes to IDAPA 47.01.01 – Clarification of language regarding Field Services Manual and addition of Transparency language

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.F
Idaho Code 33-2211(1)
Idaho Code 67-5229

BACKGROUND

In order to edit superfluous information within the rules document, Idaho Division of Vocational Rehabilitation (IDVR) is proposing changes to IDAPA 47 Title 01 Chapter 01.

There is also a need to ensure the guiding principles and intent of the IDVR service delivery system is accomplished by equal organizational transparency of providers. The proposed change addresses the concern voiced by one set of providers and agency staff regarding another service provider group with less organizational transparency.

DISCUSSION

The reason for modification of the rules was to provide a succinct outline governing our service delivery process.

The purpose of a proposed rule for transparency is to provide transparency of vocational providers, for profit and not-for-profit on an equal footing. Transparency bolsters the assurance of appropriate and quality services for significantly disabled clients served by provider organizations. Presently all not-for-profit providers are required by their status to demonstrate transparency in three key areas that are not required of for profit providers identified as community rehabilitation programs (CRP). These elements include the use of a voluntary board for advice and guidance of the organizational services to IDVR clients, publicly disclosed audit information on an annual basis, and publishing the salary of the CRP CEO. Not only is the requirement of transparency required of the not-for-profit CRPs, but it is also standard operating procedure for IDVR and related state agencies in Idaho and other states working with disability populations.

Cost Considerations:

There would be no additional financial obligations to the state. Of the three elements the only one with a cost issue is the audit information. Smaller organizations that are providers use an accounting procedure of a compilation generally costing about \$700 that easily satisfies the transparency concerns. If

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this issue is considered too onerous, an accounting process of every two years may well suffice. At the present time less than 20 CRP providers do not meet the proposed transparency criteria.

IMPACT

The abbreviation of rules will achieve clarity by providing key reference citations for greater regulatory detail. The impact of the IDVR Proposed Rule for Transparency is to provide appropriate and quality services for significantly disabled clients served by equivalent provider organizations. There will be no financial impact to the agency from any of these proposed rules.

ATTACHMENTS

Attachment 1 – IDAPA 47 Title 01 Chapter 01	page 3
Attachment 2 – Transparency for IDVR Providers	page 9
Attachment 3 – Field Service Manual (Incorporated by reference)	page 13
Attachment 4 – Federal State Vocation Rehabilitation Plan (Incorporated by reference)	page 139

STAFF COMMENTS AND RECOMMENDATIONS

Proposed rules have a 21 day comment period prior to becoming Pending rules. Based on received comments and Board direction changes may be made to Proposed rules prior to entering the Pending stage. All Pending rules will be brought back to the board for approval prior to submittal to the Department of Administration for submittal.

Staff recommends approval of the proposed rule change to IDAPA 47.01.01. The requirement of transparency for both not-for-profit and for profit providers helps protect a often disadvantage portion of Idaho citizens.

BOARD ACTION

A motion to approve the proposed rule change to IDAPA 47.01.01 clarifying language regarding the Field Service Manual and adding requirements for provider transparency.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

IDAPA 47 TITLE 01 CHAPTER 01
IDAPA 47 - DIVISION OF VOCATIONAL REHABILITATION
47.01.01 - RULES OF THE IDAHO DIVISION OF VOCATIONAL REHABILITATION

000. LEGAL AUTHORITY.

Section 33-2301, Idaho Code and the Rehabilitation Act of 1973 and all subsequent Amendments. (3-30-01)

001. TITLE AND SCOPE.

01. Title. The title of this chapter is IDAPA 47.01.01, "Rules of the Idaho Division of Vocational Rehabilitation". (5-3-03)

02. Scope. The chapter has the following scope: To streamline the existing rules and to implement program changes necessitated by the 1998 Amendments of the Rehabilitation Act of 1973. (4-5-00)

002. WRITTEN INTERPRETATIONS.

Written interpretations to these rules in the form of the explanatory comments accompanying the notice of proposed rulemaking ~~that originally proposed the rules~~ are available from the Idaho Division of Vocational Rehabilitation, 650 W. State Street, Boise, Idaho 83720. Field Services Manual and other agency guidance documents, as well as agency policy statements or interpretations not rising to the legal effect of a rule, if any, are available for inspection and replication at the agency Central Office during regular business hours. (4-5-00)()

003. ADMINISTRATIVE APPEALS.

~~This chapter does not provide for appeal of the administrative requirements for agencies.~~ Administrative appeals shall be governed by Section 100 of these rules in accordance with 34 CFR Part 361.57 (4-5-00)()

004. INCORPORATION BY REFERENCE.

01. General. Unless provided otherwise, any reference in these rules to any document identified in Subsection 004 shall constitute the full incorporation into these rules of that document for the purposes of the reference, including any notes and appendices therein. The term "documents" includes codes, standards or rules which have been adopted by an agency of the state or of the United States or by any nationally recognized organization or association. (3-30-01)

02. Availability Of Reference Material. Copies of the documents incorporated by reference into these rules are available at the following location or through access to the internet URL addresses outlined in section 004.03 below.: (3-30-01)()

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a. Central Office, Idaho Division of Vocational Rehabilitation, 650 W. State Street, Room 150, Boise, Idaho 83720, (208) 334-3390. (3-30-01)

b. ~~Regional Offices, Idaho Division of Vocational Rehabilitation, located at:~~
~~(3-30-01) ()~~

i. ~~1010 Ironwood Drive, Suite 101, Coeur d'Alene, Idaho 83814, (208) 769-1441.~~
~~(3-30-01) ()~~

ii. ~~1118 F. Street, P.O. Box 1164, Lewiston, Idaho 83501, (208) 799-5070.~~
~~(5-3-03) ()~~

iii. ~~3350 Americana Terrace, Suite 210, Boise, Idaho 83706, (208) 334-3650.~~
~~(5-3-03) ()~~

iv. ~~10200 W. Emerald Street, Suite 101, Boise, Idaho 83704, (208) 327-7411.~~
~~(3-30-01) ()~~

v. ~~245 3rd Avenue North, Twin Falls, Idaho 83301, (208) 736-2156.~~
~~(3-30-01) ()~~

vi. ~~1070 Hiline, Suite 200, Pocatello, Idaho 83201, (208) 236-6333.~~
~~(3-30-01) ()~~

vii. ~~1825 Hoopes Avenue, Idaho Falls, Idaho 83404, (208) 525-7149.~~
~~(3-30-01) ()~~

viii. ~~3110 E. Cleveland Blvd. #A7, Caldwell, Idaho 83605, (208) 454-7606.~~
~~(5-3-03) ()~~

ixb. ~~This~~These documents ~~is~~are also available at the website
<http://www.state.id.us/idvr/idvrhome.htm>. (3-30-01) ()

03. Documents Incorporated By Reference. The following documents are incorporated by reference into these rules: (3-30-01)

a. All federal publications through the Rehabilitation Services Administration. (5-3-03)

b. Idaho Division of Vocational Rehabilitation Field Services Manual, ~~2003—2004~~ 2008 available for review at <http://www.state.id.us/idvr/idvrhome.htm>. (3-20-04) ()

c. Federal State Plan for Vocational Rehabilitation ~~2003—2004.~~ 2008-2010 available for review at <http://www.state.id.us/idvr/idvrhome.htm>. (3-20-04) ()

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- d. Workforce Investment Act, Public Law 105-220. (5-3-03)
- e. Federal Register, Department of Education, 34 CFR Part 361-363. (____)
- f. The Rehabilitation Act of 1973, as amended. ~~1998~~. (3-30-01) (____)

005. -- 009. (RESERVED).

010. DEFINITIONS.

- 01. Authorization To Purchase.** A purchase order issued on behalf of the Division (5-3-03)
- 02. CFR.** Code of Federal Regulations. (7-1-93)
- 03. Client/Participant.** Any individual who has applied for or is eligible for Vocational Rehabilitation services. (5-3-03)
- 04. Designated State Agency.** The Idaho State Board of Education. (5-3-03)
- 05. Designated State Unit.** The Idaho Division of Vocational Rehabilitation. (7-1-93)
- 06. IDVR.** The Idaho Division of Vocational Rehabilitation. (4-5-00)
- 07. IPE.** Individualized Plan for Employment. (4-5-00)
- 08. Most Significant Disability (MSD).** Meets the criteria as Significant Disability as found in the Rehabilitation Act of 1973, as amended, and defined in 34CFR Part 361.5 (b) 30 and is further defined as: (5-3-03) (____)
 - a. Having a severe physical, mental, cognitive or sensory impairment which seriously limits two (2) or more functional capacities (such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance or work skills) in terms of an employment outcome; and (5-3-03)
 - b. Whose vocational rehabilitation can be expected to require multiple vocational rehabilitation services over an extended period of time. (3-20-04)
- 09. Method Of Written Notification.** The written notification of findings and conclusions arising from an Informal Dispute Resolution, Mediation, Impartial Due Process Hearing, shall be served to the client via the U.S. Postal Service by means of certified mail. Durational requirements for appeals shall commence on the day received by the client as noted by the certified mail records. (5-3-03)
- 10. PM.** Policy Memorandum. (5-3-03)

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11. RSA. Rehabilitation Services Administration, U.S. Department of Education. (5-3-03)

12. State Administrator. The Chief Executive Officer of the Idaho Division of Vocational Rehabilitation. (4-5-00)

13. VRC. Vocational Rehabilitation Counselor. (5-3-03)

14. ~~Vocational Rehabilitation Services.~~ ~~Services that reduce the impact of functional limitations on the ability to achieve an employment outcome.~~ (3-20-04) ()

011. -- 099. (RESERVED).

100. CLIENT/PARTICIPANT APPEALS.

The client appeals process shall be governed by Section 100 of these rules in accordance with 34 CFR Part 361.57 and is incorporated within the rules by reference to the agency Field Services Manual 2008. See <http://www.state.id.us/idvr/idvrhome.htm>. ()

~~01. Informal Dispute Resolution.~~ ~~Within ten (10) calendar days of notification of the contested action, lack of action or decision, the client/participant may request that an Informal Dispute Resolution be held. The request shall be made in writing to the Regional Manager. The written request should state the reason for the review.~~ (5-3-03) ()

~~a.~~ ~~The Regional Manager shall inform the client/participant in writing as to the time, place, and date of the Informal Dispute Resolution. The client/participant may choose to represent himself/herself or may have a representative(s) speak on his/her behalf.~~ (5-3-03) ()

~~b.~~ ~~The Regional Manager will make a decision regarding the specifics of the Informal Dispute Resolution. This decision will be in written form and it will be sent to the client/participant, with a copy in the case file.~~ (5-3-03) ()

~~02. Mediation.~~ ~~The request shall be made in writing to the Regional Manager. A written request should state the reason for the review. The Mediation must take place within the sixty (60) day requirement for an Impartial Due Process Hearing.~~ (5-3-03) ()

~~03. Impartial Due Process Hearing.~~ ~~An Impartial Due Process Hearing can be held without an Informal Dispute Resolution or Mediation or if the client/participant is dissatisfied with the result of the Informal Dispute Resolution or Mediation. The Impartial Due Process Hearing will deal with the issues involved in the original Informal Dispute Resolution or Mediation, if one took place. The request for an Impartial Due Process Hearing will be made in writing to the Administrator of the Division within ten (10) calendar days of the Regional Manager's decision from the Informal Dispute Resolution~~

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~~or the Mediation Agreement from Mediation. The hearing by an impartial hearing officer must be held within sixty (60) days of a request by the client unless both parties agree to a specified delay. (5-3-03) ()~~

101. -- 199. (RESERVED).

200. ORDER OF SELECTION.

01. Order Of Selection. The following order of selection will be used if the Idaho Division of Vocational Rehabilitation finds that it cannot serve all eligible clients/participants due to a lack of either personnel and/or financial resources. The priority listings progress downward with priority number one (1) being the most restrictive and priority number four (4) being the least restrictive. (5-3-03)

a. Priority Number 1: At the time that a decision to move to an order of selection is made, it is determined that only those consumers who already have an existing individualized plan for employment (IPE) will continue to be served. (5-3-03)

b. Priority Number 2: At the time that a decision to move to an order of selection is made, it is determined that only those consumers in Priority Number 1 above and current and future, otherwise eligible, clients/ participants rated to this or a more restrictive priority can be served. Consumers meeting this priority rating are those individuals with most significant disabilities. (5-3-03)

c. Priority Number 3: At the time that a decision to move to an order of selection is made, it is determined that only those consumers in Priorities Numbers 1 and 2 above and current and future, otherwise eligible, clients/participants rated to this or a more restrictive priority can be served. Consumers meeting this priority rating are those individuals with significant disabilities. (5-3-03)

d. Priority Number 4: All eligible clients/participants for Vocational Rehabilitation services (no order of selection in place). (5-3-03)

201. -- 299. (RESERVED)

300. CLIENT/PARTICIPANT SERVICES.

01. Provision of Purchased Services Contingent Upon Financial Need Of The Client/Participant. The Idaho Division of Vocational Rehabilitation will apply a Financial Needs Assessment. Financial need will not be a consideration in the determination of eligibility for Vocational Rehabilitation, but will be a consideration in allocating the cost of VR services, with some exceptions. (5-3-03)

02. Authorization To Purchase. The Division requires that when purchasing services from a vendor, an authorization must be issued prior to, or on, the beginning

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date of service. If services are provided without a Division approved authorization to purchase, the Division reserves the right to not honor the vendor's invoice. (5-3-03)

03. General Provisions. Idaho Division of Vocational Rehabilitation will only pay for services that contribute to the determination of eligibility or to achieve an employment outcome. (3-20-04)

04. Non-Residents Of The State. Financial participation will only be available to residents of Idaho. Citizenship is not a requisite for financial assistance; however, the individual must have legal resident status and be present in the state (i.e., illegal aliens will not be eligible for the Vocational Rehabilitation programs). (3-20-04)

05. Provision Of CRP (Community Rehabilitation Program) Services. IDVR will purchase vocational services from CRPs that are accredited by either CARF, the Rehabilitation Accreditation Commission, or Rehabilitation Services Accreditation System (RSAS). In conjunction with the client/participant, the qualified professional Vocational Rehabilitation counselor will determine which CRP Services, if any, are required for the client/participant to achieve an employment outcome. (3-20-04)

301. TRANSPARENCY.

To provide transparency of vocational providers, for profit and not-for-profit, on an equal footing, all vocational providers shall: ()

- a. Use a voluntary board for advice and guidance of the organizational services to IDVR clients. ()
- b. Publicly disclose audit information on an annual basis. ()
- c. Annually publishing of the salary of the CRP CEO. ()

301.302. -- 999.

(RESERVED).

Transparency for IDVR Providers

I. Introduction

The Idaho Division of Vocational Rehabilitation (IDVR) has a federally mandated responsibility to assist qualified individuals with disabilities to obtain employment. Much of this obligation is fulfilled by IDVR counselors who are based in Regional offices throughout the State. In addition, IDVR enters into agreements with community based organizations to assist in implementing the rehabilitation plans developed by the IDVR clients and counselors. Typically, these individuals have severe disabilities and require a more labor intensive level of service than IDVR counselors are able to provide given their high caseload size.

II. Community Providers

Currently, there are two types of Community Providers that have written agreements with IDVR. The first are private, “not for profit” organizations that were founded by volunteers to meet specific needs identified by their communities. The second are private “for profit” corporations, frequently established by former employees of “not for profit” organizations. The emergence of “for profit” providers of services to IDVR is a relatively new phenomenon and gives rise to issues that require thoughtful consideration and responses to ensure the guiding principles and intent of the IDVR service delivery system are adhered to. The origins of potential concerns are found in the essential and fundamental differences between the two types of Community Providers.

Business Model

Upon their establishment as corporations, both entities must choose how to incorporate i.e. as a “for profit” enterprise or a “not for profit” organization. This is a critical choice that indicates the motives for existing and to a great degree the amount of accountability and transparency that is applied to the use of public funds and trust.

By filing as a “for profit” corporation, the owners are legally declaring their intent to make a profit for their owners and/or investors. In fact, it is the first obligation of the “for profit” corporation to produce a return on investment to its shareholders.

In contrast, “not for profit” organizations are mission driven and must be operated for charitable purposes that address a specific public need that is approved by state and local governments. Typically, “not for profits” are well known and have served their communities for decades. Any excess revenues they produce are required by law to be applied to further the mission of the organization.

Governance

Compared to their “not for profit” counterparts, “for profits” have minimal public disclosure requirements and different governance and reporting rules, which minimize public oversight and transparency. They must hold annual meetings, keep minutes, and file tax returns. Boards of directors have a legal obligation to shareholders to maximize returns, and owners equally expect a financial return on investments.

This is in stark contrast to the governance of the “not for profit” sector. These organizations are governed by a volunteer board of directors who represent the various interests of their community. By law, they can not receive remuneration from their position and are obligated to make decisions intended to further the mission of the organization. Typically, boards of directors’ meetings are held in public where stakeholders may observe the decision-making and policy setting processes.

Financial Oversight

The historic origins of the two types of entities have influenced the financial oversight under which they must operate. Traditionally, “for profits” have focused on the private sector raising monies from investors and reporting their fiscal activities only to their investors and government entities in relation to wages and taxes. Oversight in for-profit corporations is non-transparent; indeed, meetings are typically closed to non-directors and information, such as particulars of business plans, legally withheld from the outside. In short, the key difference is that the duty of a for-profit corporation is to its shareholders/owners, not to the public or any sector of the community it may serve by its services or products (as is the case with nonprofits).

Historically “not for profits” have been entrusted with public funds, therefore there are extensive controls and transparency requirements in place to ensure taxpayers dollars are being used appropriately. “Not for profits” routinely obtain annual independent audits that are shared with the public and executive compensation is a matter of public record. Boards of Directors receive fiscal reports and have a fiduciary responsibility for public funds.

III. Need for Transparency

The emergence of the “for profit” sector in providing public services is relatively new and therefore few fiduciary safeguards and controls are in place. As a result, we usually learn of abuses of the public trust in the headlines of the media. The recent debacles of HealthSouth Rehabilitation, WorldCom, and Enron come immediately to mind. In the wake of these and other scandals, Congress recognized the vital importance of good corporate governance practices when it passed the Sarbanes-Oxley Act in 2002. Many of the principles established in Sarbanes-Oxley are an effort to extend the same transparency to the “for profit sector” that is found in the “not for profit” world. Those essential principles are outlined in the Section IV.

It would be prudent of IDVR to require the same degree of transparency for their “for profit” providers as is required for the “not for profit” sector. The profit motive is a powerful drive that has made capitalism the most robust economic force in the world. It is just that drive that led to the establishment of “not for profits” to address charitable activities and to handle public funds.

Most importantly, is the recognition that IDVR clients are often some of our society’s most vulnerable members. They often require extensive services and people with the most severe disabilities can be time consuming and expensive to place into employment. Safeguards are needed to ensure that the profit motive does not supersede the best interests of the individual clients.

IV. Recommendations for “For Profit” Transparency

The following is a summary of the primary principle contained within the Sarbanes-Oxley Act of 2002 which was created to curb abuse and fraud in public companies in following the scandals of Enron, WorldCom, and others.

- **Principle 1 Role of Board:** The organization’s governing board should oversee the operations of the organization in such manner as will assure effective and ethical management.

- **Principle 2 Importance of Independent Directors:** The independent and non-management board members are an organizational resource that should be used to assure the exercise of independent judgment in key committees and general board decision-making.

Comment: Advisory Boards representing the various stakeholder interests in the community could address Principles 1 & 2.

- **Principle 3 Audit Committee:** An organization with significant financial resources should have an audit committee composed solely of independent directors that should assure the independence of the organization’s financial auditors, review the organization’s critical accounting policies and decisions and the adequacy of its internal control systems, and oversee the accuracy of its financial statements and reports.

Comment: Annual independent audits and making the results public would be consistent with not for profit procedures.

- **Principle 4 Governance and Nominating Committees:** An organization should have one or more committees, composed solely of independent directors, that focus on core governance and board composition issues, including: the governing documents of the organization and the board; the criteria, evaluation, and nomination of directors; the appropriateness of board size, leadership, composition, and committee structure; and codes of ethical conduct.

• **Principle 5 Compensation Committee:** An organization should have a committee composed of independent directors that determines the compensation of the chief executive officer and determines or reviews the compensation of other executive officers, and assures that compensation decisions are tied to the executives' actual performance in meeting predetermined goals and objectives.

Comment: Compensation for "not for profit" CEOs is made public annually.

• **Principle 6 Disclosure and Integrity of Institutional Information:** Disclosures made by an organization regarding its assets, activities, liabilities, and complete, and include all material information. Financial and other information should fairly reflect the condition of the organization, and be presented in a manner that promotes rather than obscures understanding. CEOs and CFOs should be able to certify the accuracy of financial and other disclosures, and the adequacy of their organizations' internal controls.

• **Principle 7 Ethics and Business Conduct Codes:** An organization should adopt and implement ethics and business conduct codes applicable to directors, senior management, agents, and employees that reflect a commitment to operating in the best interests of the organization and in compliance with applicable law, ethical business standards and the organization's governing documents.

• **Principle 8 Executive and Director Compensation:** Executives (and directors if appropriate) should be compensated fairly and in a manner that reflects their contribution to the organization. Such compensation should not include loans, but may include incentives that correspond to success or failure in meeting performance goals.

• **Principle 9 Monitoring Compliance and Investigating Complaints:** An organization should have procedures for receiving, investigating, and taking appropriate action regarding fraud or noncompliance with law or organization policy, and should protect "whistleblowers" against retaliation.

• **Principle 10 Document Destruction and Retention:** An organization should have document retention policies that comply with applicable laws and are implemented in a manner that does not result in the destruction of documents that may be relevant to an actual or anticipated legal proceeding or governmental investigation.



Field Services Policy Manual



*Idaho Division of
Vocational Rehabilitation*

Updated as of January 2008
(created January 2007)

IDAHO DIVISION OF VOCATIONAL REHABILITATION

FIELD SERVICES POLICY MANUAL (update to index 1/23/08)

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SECTION 1.0 - PURPOSE AND GENERAL REQUIREMENTS OF THE IDAHO VOCATIONAL REHABILITATION PARTICIPANT SERVICES PROGRAM

The Idaho Division of Vocational Rehabilitation (IDVR) program assists eligible persons with physical or mental disabilities to prepare for and achieve an employment outcome. "Employment outcome" means entering or retaining full-time, or if appropriate, part-time competitive employment in the integrated labor market to the greatest extent possible. It also means supported employment; or other types of employment, including self employment, consistent with self sustaining activity for wages or compensation consistent with an individual's strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

Competitive employment is work performed in the integrated labor market in which the individual is compensated at or above minimum wage, but not less than the customary wage and benefits paid for the same or similar work performed by individuals who do not have a disability.

The IDVR is a statewide program that develops and utilizes partnerships for effective service delivery. Partnerships vary, but include those programs authorized under the Rehabilitation Act such as Independent Living Centers and Tribal Vocational Rehabilitation Programs. Programs authorized under the Workforce Investment Act (WIA) are utilized to the maximum extent possible as allowed in Section .188 of the Act. It is understood that each program is unique and offers unique cultural and professional expertise. Cooperative Agreements with respective programs are encouraged and should be referred to for local understanding. Staff is encouraged to understand these agreements and provide information, referral and services as appropriate to the needs of the individuals they serve. Consult with the Regional Manager for access to pertinent cooperative agreements.

Vocational Rehabilitation is based upon an Individual Plan of Employment (IPE) that is oriented to the achievement of an employment outcome. Services provided to persons with disabilities must be documented as necessary to overcome related barriers to employment and must be provided as cost effectively as possible.

The Division strives to maintain a highly accountable program to all customers. Division employees and individuals with disabilities are accountable for their actions and will be held to the highest standard of responsibility.

IDVR provides, as appropriate to the vocational rehabilitation needs of each eligible individual, goods or services necessary to enable the individual to achieve an employment outcome.

EXCEPTION TO POLICY

Exceptions to policy require the approval of the VR Manager and the notification and



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consultation of the Chief of Field Services. VR Counselors are delegated substantial decision and purchasing authority based upon the caps outlined in the Payment Policy. Purchases in excess of delegated authority are reviewed by the Regional Manager and approved by the Chief of Field Services or designee (Field Services Manager).

1.1 Legal Citations

The IDVR program is operated in compliance with the federal Rehabilitation Act of 1973, as amended. The legal authorities for the policies contained in the Vocational Rehabilitation Services Policy Manual are: Title 34 CFR Part 361, issued January 17th, 2001 in the Federal Register implementing the Rehabilitation Act Amendments of 1998; and Title 67, Chapter 53 of the Idaho Code related to provisional appointments in state government for those with severe disabilities.

1.2 Program Requirements

Eligibility is determined without regard to sex, race, creed, age, color, national origin or type of disability.

There is no residency requirement. The individual must be living in the State of Idaho and legally able to work in the United States.

IDVR will establish and maintain a record of services for each applicant for, and recipient of, vocational rehabilitation services, which includes data necessary to comply with VR agency and Federal Rehabilitation Service Administration (RSA) requirements.

In the purchase of goods or services for persons with disabilities, IDVR complies with its procurement policy, Purchase of Services and Supplies for participant use in the Vocational Rehabilitation Program.

Case service expenditures require written authorization prior to the initiation of the service or the purchase of any equipment. Oral authorizations are permitted in emergency situations, but must be confirmed promptly in writing and forwarded to the provider. Authorizations are to be issued within three (3) days of the beginning date of service.

Goods and services will be provided subject to the availability of funds.

When appropriate, counselors shall refer individuals with disabilities to receive services from other agencies and organizations.

Each applicant or eligible individual being provided vocational rehabilitation services shall be informed of the procedure for requesting a review and a determination of agency action concerning the furnishing or denial of services, including the names and addresses of individuals with whom appeals may be filed and the availability of the



Client Assistance Program (CAP).

1.3 Provider Standards

IDVR requires service providers:

To be licensed by the Division of Occupational Licensing, a professional certifying body, The Division of Post-Secondary Education.

OR

IDVR requires service providers that offer vocational rehabilitation services to apply to be an approved service provider with the Division. Service provider's agreements may be secured by contacting the Divisional Regional Manager in the area.

OR

IDVR Counselors may occasionally approve the purchase of services from non-license providers such as, educational tutoring, foreign language interpreters, or other services to support the rehabilitation needs of an individual.

1.4 Selection of Service Providers

Providers are selected by a combination of participant choice and State procurement rules. The Service Provider Agreement states the provider's rate. Division counselors will assist the individual in acquiring information necessary to make an informed choice regarding the selection of the service provider. *The lowest cost qualified provider that meets the satisfaction of the individual is normally selected.*

1.4.1 Definitions:

(Reference Federal Register / Vol. 66, No. 11 / Wednesday, January 17, 2001 / Rules and Regulations)

- a. **Applicant** means an individual who submits an application for vocational rehabilitation services in accordance with Sec. 361.41(b)(2). (Authority: Section 12(c) of the Act; 29 U.S.C. 709(c))
- b. **Assessment for determining eligibility and vocational rehabilitation needs** means, as appropriate in each case, (i)(A) A review of existing data-- (1) To determine if an individual is eligible for vocational rehabilitation services; and (2) To assign priority for an Order of Selection described in Sec. 361.36 in the States that use an Order of Selection; and (B) To the extent necessary, the provision of appropriate assessment activities to obtain necessary additional data to make the eligibility determination and assignment; (ii) To the extent additional data are necessary to make a determination of the employment outcomes and the nature and scope of vocational rehabilitation services to be included in the individualized plan for employment of an eligible individual, a comprehensive assessment to

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determine the unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, including the need for supported employment, of the eligible individual. This comprehensive assessment -- (A) Is limited to information that is necessary to identify the rehabilitation needs of the individual and to develop the individualized plan of employment of the eligible individual; (B) Uses as a primary source of information, to the maximum extent possible and appropriate and in accordance with confidentiality requirements--

- (1) Existing information obtained for the purposes of determining the eligibility of the individual and assigning priority for an Order of Selection described in Sec. 361.36 for the individual; and
 - (2) Information that can be provided by the individual and, if appropriate, by the family of the individual; (C) May include, to the degree needed to make such a determination, an assessment of the personality, interests, interpersonal skills, intelligence and related functional capacities, educational achievements, work experience, vocational aptitudes, personal and social adjustments, and employment opportunities of the individual and the medical, psychiatric, psychological, and other pertinent vocational, educational, cultural, social, recreational, and environmental factors that affect the employment and rehabilitation needs of the individual; and (D) May include, to the degree needed, an appraisal of the patterns of work behavior of the individual and services needed for the individual to acquire occupational skills and to develop work attitudes, work habits, work tolerance, and social and behavior patterns necessary for successful job performance, including the use of work in real job situations to assess and develop the capacities of the individual to perform adequately in a work environment; (iii) Referral, for the provision of rehabilitation technology services to the individual, to assess and develop the capacities of the individual to perform in a work environment; and (iv) An exploration of the individual's abilities, capabilities, and capacity to perform in work situations, which must be assessed periodically during trial work experiences, including experiences in which the individual is provided appropriate supports and training. (Authority: Section 7(2) of the Act; 29 U.S.C. 705(2))
- c. **Assistive technology device** means any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of an individual with a disability. (Authority: Section 7(3) of the Act; 29 U.S.C. 705(3))
- d. **Assistive technology service** means any service that directly assists an individual with a disability in the selection, acquisition, or use of an assistive technology device, including-- (i) The evaluation of the needs of an individual with a disability, including a functional evaluation of the individual in his or her customary environment; (ii) Purchasing, leasing, or otherwise providing for the acquisition by an individual with a disability of an assistive technology device; (iii) Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices; (iv) Coordinating and using

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other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs; (v) Training or technical assistance for an individual with a disability or, if appropriate, the family members, guardians, advocates, or authorized representatives of the individual; and (vi) Training or technical assistance for professionals (including individuals providing education and rehabilitation services), employers, or others who provide services to, employ, or are otherwise substantially involved in the major life functions of individuals with disabilities, to the extent that training or technical assistance is necessary to the achievement of an employment outcome by an individual with a disability. (Authority: Sections 7(4) and 12(c) of the Act; 29 U.S.C. 705(4) and 709(c))

- e. **Community rehabilitation program.** (i) Community rehabilitation program means a program that provides directly or facilitates the provision of one or more of the following vocational rehabilitation services to individuals with disabilities to enable those individuals to maximize their opportunities for employment, including career advancement: (A) Medical, psychiatric, psychological, social, and vocational services that are provided under one management (B) Testing, fitting, or training in the use of prosthetic and orthotic devices (C) Recreational therapy. (D) Physical and occupational therapy. (E) Speech, language, and hearing therapy (F) Psychiatric, psychological, and social services, including positive behavior management. (G) Assessment for determining eligibility and vocational rehabilitation needs. (H) Rehabilitation technology (I) Job development, placement, and retention services. (J) Evaluation or control of specific disabilities (K) Orientation and mobility services for individuals who are blind. (L) Extended employment. (M) Psychosocial rehabilitation services. (N) Supported employment services and extended services. (O) Services to family members if necessary to enable the applicant or eligible individual to achieve an employment outcome. (P) Personal assistance services. (Q) Services similar to the services described in paragraphs (A) through (P) of this definition. (ii) For the purposes of this definition, the word program means an agency, organization, or institution, or unit of an agency, organization, or institution, that provides directly or facilitates the provision of vocational rehabilitation services as one of its major functions.
- f. **Comparable services and benefits means--** (i) Services and benefits that are-- (A) Provided or paid for, in whole or in part, by other Federal, State, or local public agencies, by health insurance, or by employee benefits; (B) Available to the individual at the time needed to ensure the progress of the individual toward achieving the employment outcome in the individual's individualized plan for employment in accordance with Sec. 361.53; and (C) Commensurate to the services that the individual would otherwise receive from the designated State vocational rehabilitation agency. (ii) For the purposes of this definition, comparable benefits do not include awards and scholarships based on merit. (Authority: Sections 12(c) and 101(a)(8) of the Act; 29 U.S.C. 709(c) and 721(a)(8))
- g. **Competitive employment** means work-- (i) In the competitive labor market that

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is performed on a full-time or part-time basis in an integrated setting; and (ii) For which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled. (Authority: Sections 7(11) and 12(c) of the Act; 29 U.S.C. 705(11) and 709(c))

- h. **Employment outcome** means, with respect to an individual, entering or retaining full-time or, if appropriate, part-time competitive employment, as defined in Sec. 361.5(b)(11), in the integrated labor market, supported employment, or any other type of employment in an integrated setting, including self-employment, telecommuting, or business ownership, that is consistent with an individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. (Authority: Sections 7(11), 12(c), 100(a)(2), and 102(b)(3)(A) of the Act; 29 U.S.C. 705(11), 709(c), 720(a)(2), and 722(b)(3)(A))
- i. **Extended services** means ongoing support services and other appropriate services that are needed to support and maintain an individual with a most significant disability in supported employment and that are provided by a State agency, a private nonprofit organization, employer, or any other appropriate resource, from funds other than funds received under this part and 34 CFR part 363 after an individual with a most significant disability has made the transition from support provided by the designated State unit. (Authority: Sections 7(13) and 623 of the Act; 29 U.S.C. 705(13) and 795i)
- j. **Family member**, for purposes of receiving vocational rehabilitation services in accordance with Sec. 361.48(i), means an individual-- (i) Who either-- (A) Is a relative or guardian of an applicant or eligible individual; or (B) Lives in the same household as an applicant or eligible individual; (ii) Who has a substantial interest in the well-being of that individual; and (iii) Whose receipt of vocational rehabilitation services is necessary to enable the applicant or eligible individual to achieve an employment outcome. (Authority: Sections 12(c) and 103(a)(17) of the Act; 29 U.S.C. 709(c) and 723(a)(17))
- k. **Homemaker** is recognized as non-competitive gainful work. In order for a household manager to be considered an appropriate vocational objective, the individual must perform a majority of certain work activities within a family unit. These include, but are not limited to family financial management, cleaning, meal preparation, laundry, mending, childcare and other household activities. The performance of these responsibilities must positively impact the family's economic circumstances. For example, by rehabilitating an individual as a household manager, another family member is enabled to go to work. By rehabilitating a household manager, economic advantage occurs because the family will not have to pay someone else to perform household management tasks.
- l. **Indian tribe** means any Federal or State Indian tribe, band, rancheria, pueblo, colony, or community, including any Idaho native village or regional village corporation. (Authority: Section 7(19)(B) of the Act; 29 U.S.C. 705(19)(B))



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- m. **Individual with a disability**, except as provided in Sec. 361.5(b)(29), means an individual-- (i) Who has a physical or mental impairment; (ii) Whose impairment constitutes or results in a substantial impediment to employment; and (iii) Who can benefit in terms of an employment outcome from the provision of vocational rehabilitation services. (Authority: Section 7(20)(A) of the Act; 29 U.S.C. 705(20)(A))
- n. **Individual's representative** means any representative chosen by an applicant or eligible individual, as appropriate, including a parent, guardian, other family member, or advocate, unless a representative has been appointed by a court to represent the individual, in which case the court-appointed representative is the individual's representative. (Authority: Sections 7(22) and 12(c) of the Act; 29 U.S.C. 705(22) and 709(c))
- o. **Integrated setting**,-- (i) With respect to the provision of services, means a setting typically found in the community in which applicants or eligible individuals interact with non-disabled individuals other than non-disabled individuals who are providing services to those applicants or eligible individuals; (ii) With respect to an employment outcome, means a setting typically found in the community in which applicants or eligible individuals interact with non-disabled individuals, other than non-disabled individuals who are providing services to those applicants or eligible individuals, to the same extent that non-disabled individuals in comparable positions interact with other persons. (Authority: Section 12(c) of the Act; 29 U.S.C. 709(c))
- p. **Maintenance** means monetary support provided to an individual for expenses, such as food, shelter, and clothing, that are in excess of the normal expenses of the individual and that are necessitated by the individual's participation in an assessment for determining eligibility and vocational rehabilitation needs or the individual's receipt of vocational rehabilitation services under an individualized plan for employment. (Authority: Sections 12(c) and 103(a)(7) of the Act; 29 U.S.C. 709(c) and 723(a)(7))
- q. **Ongoing support services**, as used in the definition of "Supported employment" (i) Means services that are-- (A) Needed to support and maintain an individual with a most significant disability in supported employment; (B) Identified based on a determination by the designated State unit of the individual's need as specified in an individualized plan for employment; and (C) Furnished by the designated State unit from the time of job placement until transition to extended services, unless post-employment services are provided following transition, and thereafter by one or more extended services providers throughout the individual's term of employment in a particular job placement or multiple placements if those placements are being provided under a program of transitional employment; (ii) Must include an assessment of employment stability and provision of specific services or the coordination of services at or away from the worksite that are needed to maintain stability based on-- (A) At a minimum, *twice-monthly monitoring at the worksite* of each individual in supported



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employment; or (B) If under specific circumstances, especially at the request of the individual, the individualized plan for employment provides for *off- site monitoring, twice monthly meetings with the individual*; (iii) Consist of-- (A) Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs described in paragraph (b)(6)(ii) of this section; (B) The provision of skilled job trainers who accompany the individual for intensive job skill training at the work site; (C) Job development and training; (D) Social skills training; (E) Regular observation or supervision of the individual; (F) Follow-up services including regular contact with the employers, the individuals, the parents, family members, guardians, advocates or authorized representatives of the individuals, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement; (G) Facilitation of natural supports at the worksite; (H) Any other service identified in the scope of vocational rehabilitation services for individuals, described in Sec. 361.48; or (I) Any service similar to the foregoing services. (Authority: Sections 7(27) and 12(c) of the Act; 29 U.S.C. 705(27) and 709(c))

- s. ***Personal assistance services*** means a range of services provided by one or more persons designed to assist an individual with a disability to perform daily living activities on or off the job that the individual would typically perform without assistance if the individual did not have a disability. The services must be designed to increase the individual's control in life and ability to perform everyday activities on or off the job. The services must be necessary to the achievement of an employment outcome and may be provided only while the individual is receiving other vocational rehabilitation services. The services may include training in managing, supervising, and directing personal assistance services. (Authority: Sections 7(28), 102(b)(3)(B)(i)(I), and 103(a)(9) of the Act; 29 U.S.C. 705(28), 722(b)(3)(B)(i)(I), and 723(a)(9)) [[Page 272]]
- t. ***Physical and mental restoration services*** means-- (i) Corrective surgery or therapeutic treatment that is likely, within a reasonable period of time, to correct or modify substantially a stable or slowly progressive physical or mental impairment that constitutes a substantial impediment to employment; (ii) Diagnosis of and treatment for mental or emotional disorders by qualified personnel in accordance with State licensure laws; (iii) Dentistry; (iv) Nursing services; (v) Necessary hospitalization (either inpatient or outpatient care) in connection with surgery or treatment and clinic services; (vi) Drugs and supplies; (vii) Prosthetic and orthotic devices; (viii) Eyeglasses and visual services, including visual training, and the examination and services necessary for the prescription and provision of eyeglasses, contact lenses, microscopic lenses, telescopic lenses, and other special visual aids prescribed by personnel that are qualified in accordance with State licensure laws; (ix) Podiatry; (x) Physical therapy; (xi) Occupational therapy; (xii) Speech or hearing therapy; (xiii) Mental health services; (xiv) Treatment of either acute or chronic medical complications and emergencies that are associated with or arise out of the provision of physical and mental restoration services, or that are inherent in the condition under treatment; (xv) Special services for the treatment of individuals with end- stage renal disease, including transplantation, dialysis, artificial kidneys, and supplies;

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and (xvi) Other medical or medically related rehabilitation services. (Authority: Sections 12(c) and 103(a)(6) of the Act; 29 U.S.C. 709(c) and 723(a)(6))

- u. ***Physical or mental impairment*** means-- (i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculo-skeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine; or (ii) Any mental or psychological disorder such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. (Authority: Sections 7(20)(A) and 12(c) of the Act; 29 U.S.C. 705(20)(A) and 709(c))
- v. ***Post-employment services*** means one or more of the services identified in Section 361.48 that are provided subsequent to the achievement of an employment outcome and that are necessary for an individual to maintain, regain, or advance in employment, consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. (Authority: Sections 12(c) and 103(a)(18) of the Act; 29 U.S.C. 709(c) and 723(a)(18)) Note to paragraph (b)(42): Post-employment services are intended to ensure that the employment outcome remains consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. These services are available to meet rehabilitation needs that do not require a complex and comprehensive provision of services and, thus, should be limited in scope (\$1,000 or less) and duration (6 months or less). If more comprehensive services are required, then a new rehabilitation effort should be considered. Post-employment services are to be provided under an amended individualized plan for employment; thus, a re-determination of eligibility is not required. The provision of post-employment services is subject to the same requirements in this part as the provision of any other vocational rehabilitation service. Post-employment services are available to assist an individual to maintain employment, e.g., the individual's employment is jeopardized because of conflicts with supervisors or co-workers, and the individual needs mental health services and counseling to maintain the employment; to regain employment, e.g., the individual's job is eliminated through reorganization and new placement services are needed; and to advance in employment, e.g., the employment is no longer consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
- w. ***Rehabilitation engineering*** means the systematic application of engineering sciences to design, develop, adapt, test, evaluate, apply, and distribute technological solutions to problems confronted by individuals with disabilities in functional areas, such as mobility, communications, hearing, vision, and cognition, and in activities associated with employment, independent living, education, and integration into the community. (Authority: Section 7(12)(c) of the Act; 29 U.S.C. 709(c))
- x. ***Rehabilitation technology*** means the systematic application of technologies,

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engineering methodologies, or scientific principles to meet the needs of, and address the barriers confronted by, individuals with disabilities in areas that include education, rehabilitation, employment, transportation, independent living, and recreation. The term includes rehabilitation engineering, assistive technology devices, and assistive technology services. (Authority: Section 7(30) of the Act; 29 U.S.C. 705(30))

- y. ***Substantial impediment to employment*** means that a physical or mental impairment (in light of attendant medical, psychological, vocational, educational, communication, and other related factors) hinders an individual from preparing for, entering into, engaging in, or retaining employment consistent with the individual's abilities and capabilities. (Authority: Sections 7(20)(A) and 12(c) of the Act; 29 U.S.C. 705(20)(A) and 709(c))
- aa. ***Supported employment means--*** (i) Competitive employment in an integrated setting, or employment in integrated work settings in which individuals are working toward competitive employment, consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individuals with ongoing support services for individuals with the most significant disabilities-- (A) For whom competitive employment has not traditionally occurred or for whom competitive employment has been interrupted or intermittent as a result of a significant disability; and (B) Who, because of the nature and severity of their disabilities, need intensive supported employment services from the designated State unit and extended services after transition as described in paragraph (b)(20) of this section to perform this work; or (ii) Transitional employment, as defined in paragraph (b)(54) of this section, for individuals with the most significant disabilities due to mental illness. (Authority: Section 7(35) of the Act; 29 U.S.C. 705(35))
- bb. ***Supported employment services*** means ongoing support services and other appropriate services needed to support and maintain an individual with a most significant disability in supported employment that are provided by the designated State unit-- (i) For a period of time not to exceed 18 months, unless under special circumstances the eligible individual and the rehabilitation counselor or coordinator jointly agree to extend the time to achieve the employment outcome identified in the individualized plan for employment; and (ii) Following transition, as post-employment services that are unavailable from an extended services provider and that are necessary to maintain or regain the job placement or advance in employment. (Authority: Sections 7(36) and 12(c) of the Act; 29 U.S.C. 705(36) and 709(c))
- cc. ***Transition services*** means a coordinated set of activities for a student designed within an outcome-oriented process that promotes movement from school to post-school activities, including postsecondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The coordinated set of activities must be based upon the individual student's needs, taking into account the student's preferences and interests, and must include



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instruction, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and functional vocational evaluation. Transition services must promote or facilitate the achievement of the employment outcome identified in the student's individualized plan for employment. (Authority: Section 7(37) and 103(a)(15) of the Act; 29 U.S.C. 705(37) and 723(a)(15))

- dd. ***Transitional employment***, as used in the definition of "Supported employment," means a series of temporary job placements in competitive work in integrated settings with ongoing support services for individuals with the most significant disabilities due to mental illness. In transitional employment, the provision of ongoing support services must include continuing sequential job placements until job permanency is achieved. (Authority: Sections 7(35)(B) and 12(c) of the Act; 29 U.S.C. 705(35)(B) and 709(c))
- ee. ***Transportation*** means travel and related expenses that are necessary to enable an applicant or eligible individual to participate in a vocational rehabilitation service, including expenses for training in the use of public transportation vehicles and systems. (Authority: 103(a)(8) of the Act; 29 U.S.C. 723(a)(8)) (i) Examples: The following are examples of expenses that would meet the definition of transportation. The examples are purely illustrative, do not address all possible circumstances, and are not intended to substitute for individual counselor judgment. Example 1: Travel and related expenses for a personal care attendant or aide if the services of that person are necessary to enable the applicant or eligible individual to travel to participate in any vocational rehabilitation service. Example 2: Relocation expenses incurred by an eligible individual in connection with a job placement that is a significant distance from the eligible individual's current residence.
- ff. ***Unpaid Family Worker*** is recognized as non-competitive gainful work. In order for unpaid family work to be considered an appropriate vocational objective, the individual must work in a family business or on a family farm, which is operated by one or more members of the participant's family.

SECTION 2.0 - ETHICS

- A. All Idaho Division of Vocational Rehabilitation (IDVR) employees must adhere to the Idaho Ethics in Government Manual:
<http://www2.state.id.us/ag/manuals/index.html>
- B. IDVR ascribes to, and requires all Vocational Rehabilitation Counselors and Field Service Staff to follow the Code of Professional Ethics for Rehabilitation Counselors accepted by the Commission of Rehabilitation Counselor Certification. (CRCC).
<http://www.crc certification.com>
 - 1. The Non-Professional Relationships with Participants, code A.6b. states:

“Rehabilitation counselors will not accept as participants, superiors or subordinates with whom they have administrative, supervisory, or evaluative relationships.”

Prior to, or at the time of appointment to employment at IDVR of a participant, a counselor may be assigned outside of the home office of the employee in order to ensure that there is no conflict of interest between the employee and the counselor who assisted with the vocational rehabilitation of that particular individual during the placement and follow-along period.

Internships, volunteers or trial work experiences of individuals served by IDVR will be conducted outside the home office of the assigned counselor.
- C. Service Providers of the Division are expected to adhere to the same ethical principles as Division staff in addition to any professional code of ethics that may apply to their own profession.

SECTION 3.0 PROTECTION, USE, AND RELEASE OF PERSONAL INFORMATION

3.1 Confidentiality

All information acquired by Idaho Division of Vocational Rehabilitation (IDVR) must be used only for purposes directly connected with the administration of the vocational rehabilitation program. As a general rule, information containing personal information may not be shared with advisory or other bodies that do not have official responsibility for administration of the program, except as provided in this policy. Use, release and obtaining of personal information by IDVR shall conform to applicable state law and rules, and applicable federal law and regulations.

Requests for information under the Idaho public records laws should be referred to the deputy attorney general assigned to the agency.

For purposes of this policy, informed written consent shall:

- A. Be explained in language that the individual or their representative understands;
- B. Be dated, and specify the length of effect;
- C. Be specific in designating IDVR as the agency authorized to use, disclose or receive information;
- D. Be specifically designated to the parties to whom the information may be released; and
- E. Specifically designate the parties to whom the information may be released; and
- F. Be specific as to the purpose(s) for which the information may be used.

3.2 Release of Personal Information to Individuals with Disabilities, their Representative or Attorney

If requested in writing by an individual participant of IDVR, and upon informed written consent by the individual and/or his or her representative, all information in such individual's case record that pertains to such individual shall be made available in a timely manner to that individual, except:

- 3.2.1** Medical, psychological or other information that IDVR believes may be harmful to the individual. That information may be provided through a chosen representative, physician, licensed psychologist. *That information*

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may also be provided directly to the individual only after the VR counselor or professional vendor who authored the information explains in detail the sensitive nature of such information and how that information can be misinterpreted or misunderstood by the individual or associates who may receive access to it.

- 3.2.2** Information obtained from outside IDVR may be released only under the conditions established by the outside agency, organization or provider or mandated for them by federal or state law.
- 3.2.3** An individual who believes that information in the record of services is inaccurate or misleading may request that IDVR amend the information. If the information is not amended, the individual may request that his/her own amending statement be inserted into the record of services.
- 3.2.4** IDVR will respond to a request made under this section within ten (10) working days after receipt of a written request. One copy of the case record will be made for the individual at no charge. Subsequent copies will be provided at the flat fee of \$25.

3.3 Release to Other Agencies or Organizations

If information requested has been obtained from another agency, organization or professional, it will be released only under conditions established by that agency, organization or professional.

- 3.3.1** IDVR may release personal information without informed written consent of the individual in order to protect the individual or others when the individual poses a threat to his/her safety or the safety of others.

3.4 Release in Response to Investigations in Connection with Law Enforcement

IDVR shall release personal information in response to investigations in connection with law enforcement, fraud, or abuse, unless expressly prohibited by Federal or State laws or regulations, and in response to a court order.

3.5 Release for Audit, Evaluation or Research

At the discretion of the Administrator, personal information may be released to an organization, agency, or individual engaged in audit, evaluation or research only for purposes directly connected with the administration of the vocational rehabilitation program, or for purposes which would significantly improve the quality of life for

individuals with disabilities, and only if the organization, agency or individual assures that:

- A. The information will be used only for the purposes for which it is being provided;
- B. The information will be released only to individuals officially connected with the audit, evaluation or research;
- C. The information will not be released to the involved individual;
- D. The information will be managed in a manner to safeguard confidentiality and,
- E. The final product will not reveal any personal identifying information without the informed written consent of the involved individual, and/or his/her representative.

3.6 Subpoena for Release of Information to the Courts, Other Judicial Bodies, Worker's Compensation and Law Enforcement Agencies

A subpoena issued to IDVR for information relating to a participant of IDVR must immediately be referred to the Chief of Field Services who will subsequently refer the document to the deputy attorney general assigned to the agency.

3.7 Social Security Information

Confidentiality of SSA information is covered under Section 11.06 of the Social Security Act and may be disclosed only as prescribed by regulations. The Act permits disclosure of all information about a claimant to State VR agencies. State VR agencies routinely obtain information, including entitled and medical information, from SSA records. Medical information may be obtained without the claimant's consent; however, State VR agencies may not permit access to such information, release it further (this includes other state agencies), or testify concerning it for any other purpose than the rehabilitation of the Social Security Disability beneficiary claimant. To obtain information from Disability Determination Services, a release form must be used.

SECTION 4.0 APPEALS PROCESS

The IDVR counselor shall notify and provide written information to all applicants and eligible individuals regarding:

- A. Their right to appeal determinations made by IDVR personnel, which affect the provision of rehabilitation services;
- B. Their right to request mediation;
- C. The names and addresses of individuals for whom requests for mediation or appeals may be filed;
- D. The manner in which a mediator or hearing officer may be selected;
- E. Availability of assistance from the Client Assistance Program (CAP).
- F. If the agency is following an order of selection, their priority category under determination of severe disability.

Timing of such notification shall be provided by the IDVR counselor:

- A. At the time an individual applies for rehabilitation services;
- B. At the time the Individualized Plan for Employment (IPE) is developed;
- C. At the time the individual is assigned to a category in the State's order of selection, if applicable; and
- D. Upon reduction, suspension, or cessation of rehabilitation services for the individual.

Whenever possible, IDVR will attempt to resolve conflicts informally or through the Informal Administrative Review process. IDVR will not pay for an individual's legal services

IDVR shall make disability related accommodations to assist individuals in the conduct of the appeals process.

4.1 Continuation of Services Pending Completion of the Hearing

Pending a final determination of an Informal Review or hearing, IDVR may not suspend, reduce, or terminate services being provided under an IPE, unless the services were obtained through misrepresentation, fraud or collusion or the individual or authorized representative, requests suspension, reduction, or termination of services.



4.2 Client Assistance Program (CAP) and Supervisory Review

The CAP and supervisory review are encouraged as a means to resolve dissatisfaction. These options are in keeping with the IDVR policy to resolve an individual's dissatisfaction at the earliest possible time.

4.3 Informal Appeals Process: 45 days maximum to decision

4.3.1 The Informal Administrative Review process is an option available to the individual as a proven means likely to result in a timely resolution of disagreements. An individual must request an Informal Administrative Review within ten (10) calendar days of the agency notice regarding the provision or denial of services that are in question. The request must be in writing to the Regional Manager. The request must describe the complaint.

In holding an Informal Administrative Review, the Regional Manager will function as the Administrative Review Officer and will be responsible for:

- A. Conducting the review within fifteen (15) calendar days following written receipt of a request for such a hearing.
- B. Advising the individual of his/her right to have a representative present and encouraging the individual to use the services of CAP.
- C. Insuring that the review is conducted at a time mutually agreed to by the parties involved that ensures the entire appeals process can be completed within forty-five (45) calendar days, unless the parties agree to a specific extension of time.
 - a. When undue delay is caused by the individual in scheduling an Administrative Review, the individual will be informed that if the review is not conducted within thirty (30) calendar days following the individual's request for an Informal Administrative Review, the individual's request will be viewed by the IDVR as invalid.
 - b. When the individual makes a documented effort to utilize CAP or another selected advocate to resolve his/her dissatisfaction, the time allowed for conducting an Administrative Review will be extended accordingly.
- D. Holding the review at a time and place convenient to the individual, generally at the local IDVR branch office.
- E. Providing communication methods for those individuals who have a sensory impairment. An interpreter will be provided for those individuals

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who cannot communicate in English.

- F. Assuring that the individual is provided transportation to and from the review site, if needed.
- G. The Administrative Review Officer (Regional Manager) will attempt to resolve the matter to the satisfaction of the individual, developing a written agreement with the individual at the conclusion of the appeal process. A copy will be sent to the Administrator, Chief of Field Services, the involved counselor(s) and the counselor's supervisor. The results are binding for the agency unless the decision is not permitted by law. The individual may reject the findings of the review and request a formal appeal known as an Impartial Due Process Hearing.

4.4 Formal Appeals Process

The Formal Appeal Process is an option available to any individual who is dissatisfied with any determination made by personnel of IDVR that affects the provisions of vocational rehabilitation services. An individual may request, or if appropriate, may request through the individual's representative, a timely review of the determination. Such request must be made within sixty (60) days of the IDVR case management decision resulting in the initial disagreement. The Formal Appeal Process shall include an Impartial Due Process Hearing by an Impartial Hearing Officer (IHO).

An individual may request an Impartial Due Process Hearing immediately without having to go through other appeal steps. Even if an individual agrees to an informal hearings process, such individual is entitled to a Due Process Hearing within sixty (60) days of the IDVR case management decision that initiated the disagreement, unless both parties agree to an extension.

- 4.4.1** A formal hearing is a procedure whereby an individual who is dissatisfied with any determination concerning the provision or denial of IDVR services or the findings of the Administrative Review may seek a determination of agency action before an Impartial Hearing Officer.
- 4.4.2** The individual must request a hearing within ten (10) calendar days of the agency notice regarding the provision or denial of services based upon the conclusion of the Administrative Review or mediation. The individual may bypass the Informal Administrative Review or mediation process entirely and go directly to the Impartial Due Process Hearing (fair hearing). That process will then commence immediately.
- 4.4.3** A request for a hearing must be sent in writing to the Chief of Field Services and clearly state the individual's dissatisfaction.

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- 4.4.4** The hearing shall be conducted within sixty (60) calendar days of receipt of the individual's request for review, unless informal resolution is achieved prior to the 60th day, or the parties agree to a specific extension of time.
- 4.4.5** A hearing shall be conducted by an Impartial Hearing Officer selected from the pool of qualified persons identified jointly by the Administrator of IDVR and the State Rehabilitation Council.
- 4.4.6** The Hearing Officer shall issue a written report of the findings and decision of the hearing within thirty (30) calendar days of the completion of the hearing.
- 4.4.7** The decision of the hearing officer shall be considered final by the agency.
- 4.4.8** Any party who disagrees with the findings and decisions of an impartial hearing officer shall have the right to bring a civil action with respect to the matter in dispute. The action may be brought in any state court of competent jurisdiction or in a district court of the United States of competent jurisdiction without regard to the amount in controversy.

4.5 Mediation

- 4.5.1** Mediation is an alternate dispute resolution method available to applicants and eligible individuals who have initiated the Formal Appeals Process.
 - A. An individual must request Mediation within ten (10) calendar days of the agency notice regarding the results of the Administrative Review. Mediation is available to an individual when an Administrative Review has not resolved the dispute to the satisfaction of the individual.
 - B. A request for mediation must be made in writing to the Chief of Field Services and clearly state the reason for dissatisfaction with the results of the Administrative Review. The Chief of Field Services will represent IDVR or assign a member of the administrative or supervisory staff who has not participated in agency action that created the individual's dissatisfaction.
 - C. Participation in the mediation process is voluntary on the part of the individual and on the part of IDVR. Either party may reject mediation as an alternate dispute resolution method. Either party, once accepting mediation as an alternate dispute resolution method, may terminate the mediation process.
 - D. Mediation is not used to deny or delay the individual's right to pursue an impartial hearing. Should the individual and/or designated representatives select mediation in lieu of a formal hearing; the option for the formal hearing will be extended to allow the results of the mediation to be established. After the final results of the mediation

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are determined, the individual retains the right to request a formal hearing.

- E. Mediation is conducted by qualified and impartial mediators, who are selected randomly from a list of mediators maintained by the IDVR.
- F. Mediation discussions are confidential and may not be used as evidence in a subsequent due process hearing.
- G. The mediator will develop a written Mediation Agreement, if agreement between the parties is reached, signed by the individual, the mediator and IDVR.
- H. Cost of mediation is paid by IDVR, although no costs are provided for representation for the individual.

Client Appeals Process

FORMAL PROCESS		INFORMAL PROCESS	
File request for Impartial Due Process Hearing (fair hearing) to IDVR Administration		File request for Informal Dispute Resolution (administrative review) to Regional Manager. State reason for review.	File request for Mediation to Regional Manager. State reason for mediation.
Impartial Due Process Hearing (fair hearing) conducted by Impartial Hearing Office within 60 days of request.		Informal Dispute Resolution (administrative review) conducted by Regional Manager within 45 day time period.	Mediation conducted by impartial Mediator within 45 day time period.
IHO chosen from State approved list = IHO informs client of time and date.		Regional Manager informs client of time and date.	Mediator chosen from list of qualified mediators. Mediator informs all parties of time and date.
Decision Final		Regional Manager makes decision on Informal Dispute Resolution (administrative review). Responds in writing to client.	Written Mediation Agreement
Civil action initiated within any court of competent jurisdiction or district court.		Client may request Impartial Due Process Hearing (fair hearing) or Mediation if, dissatisfied with Informal Dispute Resolution (administrative review).	Client may request an Informal Dispute Resolution (administrative review) or Impartial Due Process (fair hearing) if dissatisfied with Mediation.

SECTION 5.0 APPLICATION FOR SERVICES / ELIGIBILITY DETERMINATION

5.1 Application for Idaho Division of Vocational Rehabilitation (IDVR) Services

An applicant is:

- A. An individual who believes s/he has a disability that creates an impediment to employment; who believes s/he requires VR services; and who desires employment as an outcome of those services;
AND
- B. Who signs a dated application or dated document requesting services;
AND
- C. Who has provided information necessary to initiate an assessment to determine eligibility;
AND
- D. is available to complete the assessment process.

It is the policy of IDVR to respond to referrals as soon as possible. The goal of IDVR is to respond to a referral within 5 working days to initiate the application process.

5.2 Assessment for determining eligibility and priority for services

Any individual who applies for services shall undergo an assessment for determining eligibility and the priority for services, the results of which shall be shared with the individual.

The assessment will be conducted in the most integrated setting possible and consistent with the needs and informed choice of the individual.

Eligibility for IDVR service shall be determined within a reasonable period of time, not to exceed 60 days after the application for services has been received (signed and dated) unless the following occurs:

- A. The applicant is notified that exceptional and unforeseen circumstances beyond control of IDVR preclude the counselor from completing the determination within the prescribed time frame and the applicant agrees that an extension of time is warranted;
OR
- B. A trial work experience including an exploration of the individual's abilities, capabilities, and capacity to perform in work situations is carried out;
OR
- C. An extended evaluation is necessary



IDVR Referral Information

MY PERSONAL INFORMATION: Date: ____/____/____

SS#: ____ - ____ - ____

I am a previous Voc Rehab Client? ☐ Yes ☐ No If Yes, Where? _____

First Name: _____ Middle: _____

Last Name: _____ Preferred Name: _____

Gender: _____ Birth Date: ____/____/____

Previous Last Name: _____

MY ADDRESS:

Home Address: _____

City: _____ State: ____ Zip: ____ - ____

County: _____

Mailing Address: _____

City: _____ State: ____ Zip: ____ - ____

County: _____

Primary Phone: (____) - ____ - ____ ☐ Voice ☐ TDD ☐ Fax

Second Phone: (____) - ____ - ____ ☐ Voice ☐ TDD ☐ Fax

E-mail: _____

Select one or more of the following races/ethnicities:

☐ American Indian or Alaskan Native

☐ Asian

☐ Black

☐ Hispanic or Latino

☐ Native Hawaiian or Other Pacific Islander

☐ White

Primary Language: _____
English ASL Spanish Other

Special Language Needs: ☐ Yes ☐ No

If Yes, Explain: _____



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CONTACTS: (Examples: Family, Friends, PO, Case Worker Etc.)

	Name	Relationship	Phone	Ext.#	Voice/ TDD/ Fax
1.			()- -		
2.			()- -		
3.			()- -		

Who referred me to Voc Rehab: _____

What are my current living arrangements? (Private Residence, Halfway House, Shelter Etc.)

Marital Status: ☐ Married ☐ Widowed ☐ Divorced ☐ Separated ☐ Never Married

Spouse's Name: _____

FINANCIAL:

Number of family members living with me: _____ Number of Dependents: _____

Names and ages of children: _____

Currently owe Child Support: ☐ Yes ☐ No Amount: \$ _____

My Primary Source of Support: (Current Earnings, Friends & Family, Public Assistance, Etc.)

I have one or more of the following medical insurances:

☐ Medicaid

☐ Private insurance through own employment

☐ Medicare

Provider _____

☐ Worker's compensation

☐ Public insurance from other source

Provider _____

☐ None

☐ Private insurance through other means

Provider _____



denied pending terminated

denied pending terminated

other cash

☐ ☐

Worker's Compensation: \$

	cash	other		cash	other
SSI Aged:	\$ _____	<input type="checkbox"/>	Worker's Compensation:	\$ _____	<input type="checkbox"/>
SSI Disabled:	\$ _____	<input type="checkbox"/>	Other Disability:	\$ _____	<input type="checkbox"/>
SSDI:	\$ _____	<input type="checkbox"/>	Other:	\$ _____	<input type="checkbox"/>
VA:	\$ _____	<input type="checkbox"/>	TANF:	\$ _____	<input type="checkbox"/>

If I am attending High School, the name of the school is:

(Please make sure to include negative work history so that we better know your needs)

	Employer Name and Address	Job Title	Job Duties	Hours Per Week	Salary Start / Ending	Start/ End Date	Reason for Leaving
1							
2							

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3							
4							
5							

Sample
Not for Use

DISABILITIES:

I have been diagnosed or treated for the following disabilities:

(Physical, Injuries, Mental Health, Depression, Substance Abuse, Learning Disability etc.)

My disability makes it difficult to:

(Describe how it affects you in the space provided)

☐ Stand ☐ Walk ☐ Sit ☐ Lift ☐ Bend ☐ Use Hands or Feet

Explain: _____

☐ See ☐ Hear ☐ Read ☐ Write

Explain: _____

☐ Concentrate ☐ Remember ☐ Learn ☐ Understand

Explain: _____

☐ Handle Stress ☐ Control Emotions ☐ Work with Others ☐ Communicate

Explain: _____

☐ Other: _____



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I am participating in the following program(s):

☐ None

☐ Adult Correction

☐ Community Supported Employment

☐ General VR Kidney

☐ IDOC Reentry Program

☐ Juvenile Correction

☐ Medicaid

☐ Medicare

☐ Migrant Farm Worker not in Section 304 Project

☐ Migrant Service Coordination Grant Under 304

☐ School-Work

Have you been convicted of a felony: ☐ Yes ☐ No

Describe: _____

Currently on Probation / Parole: ☐ Yes Probation/Parole officer is: _____

Current & Valid Driver's License: ☐ Yes ☐ No (explain) _____

Veteran: ☐ Yes ☐ No

DOCUMENTATION

How do you think Vocational Rehabilitation can help you get a job and keep a job?

*****AGENCY USE ONLY*****

Next step in establishing eligibility:

Additional information or comments:

5.3 Eligibility Criteria

An individual is eligible for Vocational Rehabilitation if the following criteria are met:

- A. A determination by “qualified personnel” (See 5.3.1) that the applicant has a physical or mental impairment;
- B. A determination by qualified personnel that the applicant’s physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant;
- C. A determination by a qualified vocational rehabilitation counselor employed by IDVR that the individual requires vocational rehabilitation services to prepare for, secure, retain or regain employment consistent with the applicant’s unique strengths, resources, priorities, concerns, abilities, capabilities, interest and informed choice;
- D. A presumption by a qualified vocational rehabilitation counselor that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

NOTE: *The individual can benefit in terms of an employment outcome from vocational rehabilitation services unless the counselor demonstrates on the basis of clear and convincing evidence, and only after an exploration of the individual’s abilities, capabilities, and capacity to perform in work situations or an extended evaluation is carried out, that such individual is incapable of benefiting from vocational rehabilitation services in terms of an employment outcome.*

5.3.1 Qualified Personnel

IDVR has established a policy for accessing “qualified personnel” for the purpose of disability determination. Under the Rehabilitation Act, the assessment for determining eligibility must be made by “qualified personnel” including, if appropriate, personnel skilled in rehabilitation technology (Section 103(a)(1) of the Act). In addition, diagnosis and treatment for mental and emotional disorders must be provided by “qualified personnel who meet State licensure laws” (Section 103 (a)(6)(F) of the Act).

The preamble to the VR program regulations (Federal Register, Vol. 62, No. 28. February 11, 1997, page 6324) states that a determination that an individual has a physical or mental impairment, or meets any of the other eligibility criteria of 34 CFR 361.42(a) must be made by personnel who meet existing licensure, certification, or registration requirements applicable to their profession. Depending upon the profession, “qualified personnel” could include individuals licensed, certified, or registered under state law or State regulations or some type of national licensure, certification, or registration process.

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The determination of the existence of an impairment should be supported by medical and/or psychological documentation. Medical/psychological disabilities shall be diagnosed by individuals who demonstrate the possession of requisite state licensure, certification, or registration of requirements applicable to the practice of their profession within the state of Idaho.

The following occupations have been licensed in Idaho to provide general medical diagnoses. *The VR Counselor can utilize general medical diagnoses established by these medical professionals.*

- Medical Physician or Doctor of Osteopathy
- Nurse Practitioner (works under own licensure)
- Physician's Assistant (works under a "Delegation of Services Agreement" with a physician providing oversight)

The following occupations have been licensed in Idaho to provide specific medical diagnoses within the specialized areas of competency for which the specific licensure has been determined. *It is critical that the VR Counselor take special precaution to ensure that when utilizing medical diagnoses from one of the medical professions listed below that only those areas of expertise for which the particular professional has been credentialed are documented within the eligibility determination module.*

- Licensed Psychologist
- Chiropractor
- Naturopath
- Podiatrist
- Optometrist
- Physical Therapist
- Dentist/Orthodontist
- Advanced Certified Alcohol and Drug Counselor (ACADC) / Certified Alcohol and Drug Counselor (CADC)

For further clarification, you may access www.ibol.idaho.gov and connect to "The Individual Board Pages" to determine the full extent of the professional latitude allocated to the medical occupations that are licensed to provide specialized services within narrowly defined parameters of competency. The State Board of Medicine maintains jurisdiction over the authority and conduct of medical doctors.

RSA mandates that either federal or state sponsored boards must grant authority to all licensures, certifications or registrations that qualify a professional to diagnose disabilities for the purpose of agency eligibility. Private Licensing/certifying boards outside the federal/state purview cannot be utilized as a basis for VR diagnostic purposes.

5.4 Social Security Presumption

Any applicant, who has been determined eligible for Social Security benefits under Title II or Title XVI of the Social Security Act, is presumed to meet the eligibility



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requirements for vocational rehabilitation services and is considered an individual with a significant disability.

Following an application and initial interview where an individual reports receiving SSI or SSDI, the counselor will obtain verification of receipt of SSI/SSDI, such as an award letter, a copy of the individual's check, or a verification document through the Social Security Entry and Verification System (SVES). Upon verification, the individual is made eligible for vocational rehabilitation with a Presumption of Eligibility statement in the record of services.

NOTE: If the applicant presents sufficient medical documentation to determine eligibility at the first meeting, verification will still be procured but eligibility can be determined immediately without designating presumptive status.

The assessment for determining rehabilitation needs will continue, as needed, to obtain information necessary to determine the Individual Plan for Employment. This assessment will include gathering existing records to determine the individual's impairment, impediment and nature and scope of the VR services necessary to obtain an employment outcome consistent with the individuals' unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

When the assessment adequately documents the impairment(s), employment impediment(s) and required service(s) needed, the qualified VR counselor completes an Eligibility Determination in the agency computerized data system (Gemini).

If an individual receives disability benefits under Title II or Title XVI of the Social Security Act and intends to work, IDVR presumes eligibility for services, unless, because of the significance of the individual's disability, a VR counselor cannot presume that VR services will enable the individual to work.

Should the significance of the disability prevent a VR counselor from presuming that VR services will enable the individual to work, the individual will be asked to complete a trial work experience in order for the counselor to make an eligibility decision.

If the individual cannot take advantage of a trial work experience, an extended evaluation must be conducted in order to make the decision of eligibility.

5.5 Review and assessment of data for eligibility determination

The eligibility determination shall be based on the review and assessment of existing data, including counselor observations, education records, and information provided by the individual or family, particularly information used by education officials and determinations made by officials or other agencies. Current medical records will, of course, be utilized to determine the nature and extent of the disability as well as for justification for the procurement of additional medical data when required to



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identify/verify alleged medical restrictions.

To the extent that existing data does not describe the current functioning of the individual, IDVR will conduct an assessment of additional data resulting from the provision of VR services including trial work experiences, assistive technology devices and services, personal assistance services, and any other support services that are necessary to determine whether an individual is eligible.

Upon completion of the eligibility assessment, the counselor shall make one of the following determinations:

5.5.1 Eligibility: For each individual determined eligible for vocational rehabilitation services, the record of services must include a dated Eligibility Determination completed by a qualified vocational rehabilitation counselor.

5.5.2 Trial Work Experiences (TWE) for individuals with significant disabilities:

Prior to any determination that an individual with a disability is incapable of benefiting from VR services in terms of an employment outcome because of the severity of that individual's disability, an exploration of that individual's abilities, capabilities, and the capacity to perform in realistic work situations must be conducted to determine whether or not there is clear and convincing evidence to support such a determination.

In such cases a written plan must be developed to assess and determine the above. The assessment must be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the individual. TWE include supported employment, situational assessment and other experiences using realistic work setting and must be of sufficient variety and over a sufficient period of time to make such a determination. Appropriate supports, including assistive technology devices and services and personal assistance services to accommodate the rehabilitation needs of the individual must be provided.

Remember: Trial Work Experience should be used to demonstrate whether the individual is capable of benefiting from VR services. Trial Work Experience will be conducted before Presumptive Eligibility is completed if there is a question regarding capacity to benefit.

To place participant in Trial Work Experience, VR Counselor must:

- 1) Determine that individual has a significant physical or mental impairment (disability) that is a substantial impediment (barrier) to employment.

Document in Gemini, under Disability Browse, in the Disability sub-page. Document each disability and its associated functional limitations separately under Disability Documentation and Other Comments. Gemini will number them: 1, 2, 3, etc. Please enter them in order of priority – primary will be #1, secondary #2, etc.

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*Document in Gemini in Eligibility Determination using check boxes **and** the text box under #3 Impediment to Employment.*

- 2) Have questions about whether the participant is capable or incapable of benefiting in terms of an employment outcome from VR services due to severity of disability.
- 3) If Trial Work is determined to be appropriate a case note will be completed within of 5 days of receipt of SSA verification document(s) and a plan will be developed within 30 days.
- 4) With the participant, develop a Trial Work Experiences plan to assess the participant's ability, capabilities and capacity to perform in realistic work situations through the use of Trial Work Experiences. The TWEs must be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the participant. TWEs may include CBWE, CBWA, CSE, job coaching, on-the-job training or other experiences using realistic work settings, as well as assistive technology and other needed services.

In Gemini, do not document in #4 Documentation or put in the Eligibility date at this time. You may complete these after the TWE plan if you go ahead with Eligibility determination.

- 5) Review Gemini 3, Client Rights and Responsibilities
- 6) Assess need for Rehabilitation Technology Services, if and when necessary.
- 7) Insure that individual is an active partner, making meaningful and informed choices in the provision of Trial Work Experiences.
- 8) Review the TWE Plan at least every 90 days to determine if there is sufficient evidence to conclude that the participant can benefit from VR Services in terms of an employment outcome or there is clear and convincing evidence that the participant is incapable of benefiting from VR Services in terms of an employment outcome due to the severity of the disability.
- 9) Make the determination for eligibility or case closure within the 18-month time frame.

5.5.3 Extended Evaluation:

Under limited circumstances if an individual cannot take advantage of trial work experiences or if options for trial work experiences have been exhausted, an Extended Evaluation (EE) must be conducted to make these determinations.

In all cases where the counselor determines that an extended evaluation is required, the case record must include a Determination of Extended Evaluation completed by a



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qualified vocational rehabilitation counselor, which documents:

- A. That the individual has a physical or mental impairment which constitutes or results in a substantial impediment to employment and requires VR services, and
- B. That it is questionable if the individual is capable of benefiting from VR services in terms of an employment outcome because of the severity of the disability.

During the extended evaluation period, VR services must be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the individual. There must be a written Extended Evaluation Plan for providing services necessary to make an eligibility or ineligibility determination. Only those services that are necessary to make the above determinations are to be provided and extended evaluation services are terminated when the qualified vocational rehabilitation counselor is able to make the determinations.

An individual will remain in extended evaluation only for the period of time required to determine if the individual can benefit from VR services in terms of an employment outcome but not to exceed 18 months. A review of the case shall be conducted as often as necessary but at least every 90 days.

To place individual in Extended Evaluation, VR Counselor must:

- 1) Determine that participant has a significant physical or mental impairment (disability) that is a substantial impediment (barrier) to employment.

Document in Gemini, under Disability Browse, in the Disability sub-page. Document each disability and its associated functional limitations separately under Disability Documentation and Other Comments. Gemini will number them: 1, 2, 3, etc. Please enter them in order of priority – primary will be #1, secondary #2, etc.

*Document in Gemini in Eligibility Determination using check boxes **and** the text box under #3 Impediment to Employment.*

- 2) Have questions about whether participant is capable or incapable of benefiting in terms of an employment outcome from VR services due to severity of disability.
- 3) Have conducted Trial Work Experience or determined that participant is unable to take advantage of TWE.
- 4) With participant, develop an Extended Evaluation plan to assess participants' abilities, capabilities and capacity to perform in work settings. During the Extended Evaluation, VR Services must be provided in the most integrated setting possible, consistent with the informed choice and

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rehabilitation needs of the participant. VR will only provide those services necessary to make the determination of ability to benefit.

In Gemini, do not document in #4 Documentation or put in the Eligibility date at this time. You may complete these after the EE plan if you go ahead with Eligibility determination.

- 5) Review Gemini 3, Client Rights and Responsibilities.
- 6) Assess need for Rehabilitation Technology Services, if and when necessary.
- 7) Insure that participant is an active partner, making meaningful and informed choices in the provision of Extended Evaluation.
- 8) Review the Extended Evaluation Plan at least every 90 days to assess progress.
- 9) Terminate Extended Evaluation services as soon as VR is able to make the determination of the participant's ability or inability to benefit in terms of an employment outcome.
- 10) Make the determination for eligibility or case closure within the 18-month timeframe.

5.5.4 Ineligibility:

In all instances where the counselor determines that an applicant for, or recipient of vocational rehabilitation services does not meet the requirements for eligibility, the record of services must include a determination of ineligibility, dated and signed by the counselor, which documents the reasons for the ineligibility determination. Ineligibility decisions based upon the severity of a disability must outline clear and convincing evidence and require a period of trial work experiences or extended evaluation prior to closure. (See Closure, Section 13)

On occasion an application will be completed on individual who is later determined, after the acquisition of diagnostic information, to be an appropriate candidate for Extended Sheltered Employment Services (Work Services). A Trial Work Experience (TWE) or Extended Evaluation (EE) must be conducted to provide clear and convincing evidence that the individual is incapable of benefiting in terms of employment from VR services. Once the TWE is completed and verifies the severity of the disability, the individual will be referred to the Extended Employment Services Program (EES) (See Section 12.12) for appropriate placement in a sheltered work environment and closed as "Too Severely Disabled".

It is federally mandated that IDVR monitor the closure outcome within 12 months of closure (See Section 13.1.2.D).

SECTION 6.0 THE DETERMINATION OF SIGNIFICANCE OF DISABILITY

6.1 Policy

At the time an individual is determined eligible for VR services, a VR counselor will determine the significance of the disability and, based upon the determination, will assign the individual to a priority category. If the agency is not under an Order of Selection, the prioritization will be used (1) for planning purposes to ascertain services that can continue to be provided to all who are eligible and (2) to provide a structure for an easy transition to an Order of Selection if required. If the agency is under an Order of Selection (see agency Policy), the priority categories are used to determine the order in which individuals receive services.

6.2 Definitions

Priority Categories:

- A. Individuals with no significant disabilities
- B. Individuals with significant disabilities
- C. Individuals with most significant disabilities

Disability - An individual with no significant disability:

- A. Who has a physical or mental impairment;
- B. Whose impairment constitutes or results in a substantial impediment to employment; and
- C. Who can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

Significant Disability (SD): An individual with a significant disability:

- A. Meets the criteria for an individual with a disability.
- B. Experiences a severe physical and/or mental impairment that seriously limits one or more functional categories (such as mobility, work skills, self-care, interpersonal skills, communication, self-direction or work tolerance) in terms of an employment outcome;
- C. Requires multiple vocational rehabilitation services over an extended period of time.

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Most Significant Disability (MSD): An individual with a most significant disability:

- A. Meets the criteria established for an individual with a significant disability;
and
- B. Experiences a severe physical and/or mental impairment that seriously limits two or more functional categories (such as mobility, work skills, self-care, interpersonal skills, communication, self-direction or work tolerance) in terms of an employment outcome.
- C. Requires multiple vocational rehabilitations over an extended period of time.

Note: Individuals who are beneficiaries of Social Security Disability Benefits (SSDIB) or recipients of Supplemental Security Income are automatically classified as either SD or MSD depending upon the extent of their functional category limitations.

Priority Category	Meets Definition of Significantly Disabled	Functional Loss Categories	Duration of Services	Number of Services
1. Most Significantly Disabled	Yes	2 or more	Requires VR Services over an extended period of time	Requires multiple Services
2. Significantly Disabled	Yes	1 or more	Requires VR Services over an extended period of time	Requires multiple Services
3. Disabled	No	1 or more	No duration of Service requirement	Multiple Services NOT required

6.3 Procedures

Determination of Significance of Disability

A VR counselor determines the level of severity of an individual's disability based on a review of the information gathered to determine eligibility. If additional information is necessary to make the determination, a VR counselor may obtain the information from the individual, individual's family, an outside professional and/or another public agency.

If adequate information is not available to describe or document current functioning, a VR counselor may purchase diagnostics from a qualified service provider.

A VR counselor reviews the data to determine:

- A. The number of serious functional losses present as a result of a disability;
AND
- B. Whether an individual is likely to need multiple VR services to prepare for, obtain, or maintain a job;
AND

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- C. Whether services are likely to be needed for an extended period of time. (No specific time frame for “extended period of time” is defined. The VR counselor must consider each person’s unique circumstances to determine whether the needed services can reasonably be expected to require an extended period of time. For this purpose, 6 months may be used as a general benchmark but may not be applied as an absolute limit since each individual’s circumstances must be uniquely considered.)

Identifying a Serious Functional Loss

Functional loss categories include mobility, work tolerance, communication, self-care, interpersonal skills, self-direction, and work skills. To identify a functional loss, a VR counselor reviews and assesses data provided by the individual or individual’s family, observed by the VR counselor, or reported by another qualified professional to determine whether:

- A. A functional loss resulting from a disability is present;
AND
- B. The function loss represents an impediment to employment;
AND
- C. The functional loss meets the definition of a “serious functional loss.”

A serious functional loss means a reduction in capacity of the individual to the degree that the person requires services or accommodations not typically provided to other individuals in order to prepare for, secure, or maintain a job.

A specific disability diagnosis does not automatically infer the presence of one or more functional losses. Although certain functional losses are commonly associated with specific disability diagnoses, the presence and seriousness of these functional losses are unique for each person. Therefore, a VR counselor must complete a thorough evaluation of functional losses for each individual.

Work-related limitations may result from or be compounded by external factors, such as geographic location, poor public transportation or lack of training. These factors do not relate to a disability and are not factors in determining a serious functional loss.

Self-Reported or Observed Functional Losses

A VR counselor may identify a functional loss based on a participant’s self-report, reports from the family, school representative or others, or based on counselor observations.

For example, while interviewing an applicant who is hard of hearing, a VR counselor observes that the individual is not able to effectively communicate verbally. Medical



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records clearly establish a hearing impairment, but do not address verbal limitations. Because a functional loss in verbal communication is consistent with and commonly associated with a hearing loss, the VR counselor may determine, based on his or her observations, that a serious functional loss is present. To ensure the case service record explains and supports the determination, the VR counselor enters case narrative explaining that a loss in the area of communication was observed, a summary of the observations, and how the functional loss affects the applicant.

If an individual reports a functional loss that is neither consistent with nor supported by disability-related documentation, the VR counselor and individual need to discuss and reach agreement on how to get the information necessary to verify the functional loss.

SD/MSD Checklist

Once the VR counselor determines a disability-related functional loss is present, he or she considers whether the functional loss meets the definition of a “serious functional loss” contained in the SD/MSD Checklist functional loss definitions. If the functional loss meets the definitions of a “serious functional loss” the counselor checks the appropriate indicator on the Checklist. If the individual experiences a functional loss that is not described on the SD/MSD Checklist, the VR counselor may write a description of the functional loss in the space provided.

Only one indicator within a category (mobility, work, tolerance, communication, self-care, interpersonal skills, self-direction, and work skills) is needed to determine that a serious functional loss is present in that category.

Documentation of a Functional Loss

The VR counselor documents the functional loss in the Gemini Eligibility Determination, “Section 3 - Impediment to Employment.”

The VR counselor is responsible for adequately describing:

- A. The nature of each functional loss (mobility, work tolerance, communication, self-care, interpersonal skills, self-direction, or work skills);
AND
- B. The basis for making the determination, i.e. a description of what was observed, a summary of what was reported and who reported the information, or whether the determination is based on documentation contained in medical or other information in the case service record;
AND
- C. The specific limitations experienced by the individual.

After determining the number of functional losses present, the VR counselor

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determines whether the individual is likely to require multiple services over an extended period of time. The VR counselor also considers the number of serious functional losses and impediments to employment.

Note: *No specific time frame for “extended period of time” is defined in statute or regulation. The VR counselor must consider each participant’s unique circumstances to determine whether the needed services can reasonably be expected to require an extended period of time. For this purpose, six months may be used as a general benchmark, but not applied as an absolute limit, since each individual’s circumstances must be uniquely considered.*

When the VR counselor has sufficient data to determine eligibility and significance of disability, the VR counselor completes the required documentation.

Determination of Significance of Disability Documentation

Again it is important to emphasize that in addition to case file documentation and supporting medical records, the required eligibility/significance of disability documentation must include the SD/MSD Checklist.

Remember: *The SD/MSD Checklist is a form used to support the determination; however, and is not sufficient enough documentation to adequately describe the individual’s limitations by itself.*

The VR counselor completes the SD/MSD Checklist for each individual as soon as sufficient information is available, but no later than sixty days from the date of application (unless an extension has been agreed upon). IDVR will then send a letter advising the individual of the eligibility decision.

Functional Loss Definitions

A serious limitation in a major functional area means a reduction in capacity of the individual to the degree that the person requires services or accommodations not typically made for other individuals in order to prepare for, get, or keep a job.

While limitations may result from or be compounded by external factors, such as geographic location, poor public transportation or lack of training, these factors should not be the basis of the limitation for the purpose of defining serious restriction. Defining limitations in these functional areas relies on the professional rehabilitation counselor’s interpretation of the effect of the disability on the individual as well as on medical or diagnostic evaluation data.

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Function Loss Definition Chart (SD/MSD Checklist):

AREA	SERIOUS LIMITATION	DISABILITY
COMMUNI- CATION Effective exchange ideas and information through written or spoken words.	1. Cannot hear or understand the content of ordinary spoken conversation or;	
	2. Cannot be readily understood by others on first contact; or	
	3. Cannot print or write short notes such as: Out of Order, Don't Walk; or other required survival skill messages;	
	4. Cannot read signs or short notes from others; or	
	5. Requires an interpreter for the hearing impaired, hearing aids, augmentative communication device, or other accommodation not typical to communicate in work, training or living environments.	
INTERPERSON- AL SKILLS Establish and maintain Personal working relations with others.	1. Cannot establish and maintain working relationships with co-workers, fellow students, or family members, or	
	2. Exhibits destructive behaviors such as: hitting, yelling, tantrums, sexual/racial harassment, which interfere with the performance of the individual or others in training or work settings; or	
	3. Individual avoided or rejected by co-workers or fellow students because of serious scarring, disfigurement, uncontrolled drooling, or uncontrolled motion.	
MOBILITY Move about from place to place and move the body into various positions.	1. Unable to move safely around within common training, home, or work environments without the help of others or the use of assistive devices such as: wheelchair, prosthesis, crutches, cane, or walker; or is	
	2. Significantly restricted or limited in the distance he/she can safely move within common training, home, or work environments; or	
	3. Takes significantly longer to move about within common training, home or work environments than the average person; or	
	4. Cannot safely change body positions without the help of others or the use of assistive devices; or	
	5. Requires assistive technology, modifications, adaptations, or accommodations not typical in order to move around within common training, home, or work environments.	
SELF-CARE Perform basic personal care and independent living activities	1. Requires personal assistance to perform most self-care activities; or	
	2. Requires personal assistance to perform most independent living activities; or	
	3. Is unable to obtain a driver's license due to a disability; or	
	4. Requires a special modified vehicle for travel within the community; or	
	5. Requires independent living, training, or rehabilitation technology services to perform self-care and/or independent living activities.	
SELF-DIRECTION	1. Requires ongoing personal assistance such as: prompts, cues, or physical guidance to start, finish, or stop tasks, follow schedules or decide what to do next; or	



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Manage and take control Of one's personal, social and work life.	2. Has recurring episodes during which personal assistance is required to start, finish, stop, or complete tasks, or follow schedules; or	
	3. Requires intensive individualized supervision or personal assistance beyond that which is typical when entering a new training or work setting; or	
	4. Requires constant monitoring by others because of confusion or disorientation; or	
	5. Requires assistive technology, compensations, adaptations, or accommodations such as: detailed calendars, appointment books, alarms, not typical for others in order to start, finish, or complete tasks, follow schedules or decide what to do next within common training or work environments.	
WORK SKILLS Possess skills needed to perform jobs which exist in the economy (regardless of demand).	1. Is unable to perform the work skills essential to maintaining employment in the previous job or line of work and does not have other work skills which could be used to enter and maintain a job comparable in skill (not wages) which is readily available locally, or in an economy to which the individual is willing to relocate; or	
	2. Has not learned the work skills usually possessed by the average person of comparable age, education, or experience which could be used in a work environment which is readily available locally or in an economy to which the individual is willing to relocate; or	
	3. Has symptoms of hallucinations, delusions, depression, obsession ruminations, time consuming obsessive/compulsive routines or medication side effects which interfere with the ability to concentrate on or complete common work, home, or school tasks at a pace comparable to that of the average person in the general population; or	
	4. Requires specialized instructional methods, extended learning periods, assistive technology, or accommodations and adaptations not typical for others students or trainees to learn work skills; or	
	5. Requires continual monitoring, skill training, behavior management, support, assistive technology or accommodations and adaptations not typical for other employees to maintain work skills and stable job performance.	
WORK TOLERANCE Perform under the levels of physical, environmental, or psychological demands commonly found in work settings.	1. Individual is unable to lift and carry a sack of groceries, 12 pack of soda pop, pail of water, or objects weighing up to 20 lbs; or	
	2. Individual is unable to sustain a continued or prolonged paced movement of the arms, hands, or fingers over the course of a typical 8 hour work day; or	
	3. Individual is unable to sustain a continued or prolonged standing or sitting position of the body required to perform the previous job or line of work over the course of a typical 8 hour day; or	
	4. Individual is unable to sustain consistent physical or mental work effort over the course of a typical 8 hour day, 5 day work week, 52 week year; or	
	5. Individual is unable to tolerate the common environmental conditions found in the typical work environment; or	
	6. Individual is unable to tolerate the common psychological stresses found in the typical work environments; or	
	7. Requires assistive technology, modifications, or accommodations not typical to meet essential strength, stamina and endurance requirements or to deal with environmental or psychological demands.	
*Other causes include poverty, lack of education, environmental restrictions and age, sex, race or cultural factors.		



SECTION 7.0 ASSESSMENT OF VOCATIONAL REHABILITATION NEEDS

7.1 Primary Sources of Information

To the extent possible, the vocational goal, intermediate objectives, and the nature and scope of services to be included in the Individual Plan of Employment (IPE) must be determined based on the data used for the assessment of eligibility and priority for services.

The Comprehensive Assessment to be completed prior to the development of the IPE will use, as a primary source of information, to the maximum extent possible, the following:

- A. Existing information
- B. Information provided by the individual and, where appropriate, by the family of the individual.
- C. The Assessment may also include new information acquired by IDVR including an in-house vocational evaluation; Community based Work Evaluation (CBWE), aptitude tests, interest tests, job shadowing or any pertinent medical assessment required to identify the objectives, nature and scope of VR services that the individual may need in order to substantiate the choice of employment outcome.

7.2 Comprehensive Assessment of Rehabilitation Needs

Medical History:

The development of a rehabilitation plan requires the rehabilitation counselor to understand the individual's medical requirements. To do this, the VR counselor (VRC) or the vocational rehabilitation assistant (VRA) will need to obtain any existing medical records that confirm the individual's mental and physical conditions. This often can be obtained through a primary family physician. If the VR counselor cannot determine and confirm the individual's mental and or physical limitations, the scheduling of updated diagnostics will be required. This medical information is important to determine eligibility for services and if eligible, to identify a vocational goal that will not exceed mental and/or physical capacities. This information is critical when developing an appropriate vocational goal.

Work History:

The VR counselor is required to obtain a thorough work history of the participant at the time of the intake interview. The gathering of this information requires the identification of job titles, job duties/responsibilities, and length of time in each position,



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hiring/educational requirements, and the reasons for leaving. Some attempt should be made to assess the individual's satisfaction with the job, the employer, and co-workers. Motivation and flexibility are two important variables that need to be evaluated.

Participant's Perception of Disability:

The selection of a vocational goal requires the VR counselor to understand the participant's perception of disability. This involves addressing the following areas:

- A. Physical limitations (lifting, walking, carrying, driving, stooping, reaching, handling, and bending)
- B. Mental limitations (coping with stress, working with other people, working alone)
- C. Present work tolerance
- D. Acceptance of disability
- E. Cognitive functioning
- F. Family and community support

The individual's perception is critical to know if the VR counselor is to help guide in the selection of an appropriate vocational goal. The establishment of an appropriate vocational goal requires that both the VR counselor and participant are aware and address the true barriers to employment.

Social & Economic:

It is important for the VR counselor to gather information regarding the participant's social and economic considerations to include any use of alcohol, street drugs, and tobacco. These considerations include:

- A. Values
- B. Family
- C. Service or support agencies
- D. Legal
- E. Financial

Does the individual experience any stressors with the family unit or community of friends? How does this impact his/her ability to participate in vocational rehabilitation services and what sort of influence does this have on a potential vocational goal? It is necessary to address these concerns, guide the individual in identifying solutions to



these concerns, and implement them.

Functional Limitations:

Functional limitations need to be clearly outlined before the participant begins the development of a vocational goal. In developing a vocational plan, the worker characteristics (temperaments, physical and mental requirements, environmental conditions) need to be assessed and matched to the individual's residual capacities. If they exceed the documented functional limitations, the VR counselor and the participant should never pursue a particular vocational goal unless assistive technology is available that can compensate for identified job tasks that exceed the individual's functional capacities.

Inherent Aptitudes/Transferable Skills:

The VR counselor must work with the individual in identifying existing worker traits that can be used in the development of a new vocational goal. *Too often, this is not addressed and subsequently, the success rate of the rehabilitation plans decreases.* One of the most practical ways to explore the participant's "employability goals" is to do a *transferable skills assessment*. The following skill areas are to be addressed:

- A. Adaptive skills – self-management skills and personality characteristics a person brings to the job.
- B. Functional skills – generic behaviors that deal with a person's level of skill working with data, people, and things that relate to the work environment.
- C. Specific content skills – competencies that enable an individual to perform a specific job according to the employer.

Many tools exist to assist the participant and the VR counselor to identify inherent aptitudes and transferable skills such as:

- A. Comprehensive Guidance and Counseling provided by the agency.
- B. Job Seeking Skills workshops offered by the Department of Commerce and Labor or Community Rehabilitation Programs (CRPs).
- C. Vocational Evaluations provided by CRPs either "in-house or within the community.
- D. Community based "job shadowing" experiences within the community.
- E. Career Interest Survey (CIS) studies as well as other computerized programs.

Vocational Evaluation:

Vocational evaluation is a comprehensive process that systematically uses either real or simulated work as the focal point for assessment and vocational exploration. The purpose is to assist individuals in vocational development. A vocational evaluation process incorporates medical, psychological, social, vocational, educational, cultural, and economic data. Examples of assessment include:

- A. Formal Vocational Evaluation
- B. Community Based Assessment
- C. Guidance & Counseling – Facilitated Self Discovery
- D. Labor Market Research
- E. Assistive Technology Review

Employability Development:

In the process of developing the employment goal, the participant must come to the point where a positive self-initiated resolution occurs. With this understanding in place, the individual is in a position to develop a comprehensive vocational goal and Individual Plan for Employment (IPE). The VR counselor will now assist in the development of a labor market entry strategy to identify service needs such as:

- A. Training
- B. Academic
- C. Vocational
- D. On-the-job
- E. Job Search
- F. Disability Adjustment Training
- G. Assistive Technology Training
- H. Accommodation Training
- I. Supportive Services
- J. Medical & Mental Restoration

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Vocational rehabilitation services provided under this title are any services described in an IPE necessary to assist an individual with a disability in preparing for, securing, or regaining an employment outcome that is consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individual.

The Comprehensive Assessment is limited to information to identify the rehabilitation needs of the individual and to develop the IPE of the eligible individual.

The assessment shall be conducted in the most integrated setting possible, consistent with the informed choice of the individual.

The assessment may include, to the degree needed to make a determination of vocational rehabilitation needs and develop an IPE, an analysis of the pertinent factors affecting the employment and rehabilitation needs of the individual. The following *Comprehensive Assessment Template* has been designed as a word document to be cut and pasted into a Case Note once the appropriate headings have been completed. This document is intended to be an integral part of the decision process that leads to an informed choice in the selection of a vocational goal:

- * Compatibility of Disability with Employment
- * Skills, Interests, Aptitudes and Abilities
- * Market Analysis
- * Economic Expectations and Potential for Career Growth
- * Vocational Strengths and Capacities
- * Client Financial Issues
- * Informed Client Choice
- * Social Support
- * Training and Academic Test Results

7.3 Medical Consultation Policy

Medical consultations are retained by IDVR to review all medical data gathered pertaining to an individual participant. Medical consultant time can be used to review an individual's information to determine 1) if it is complete or if updated and/or additional medical reports are necessary, 2) to train the counselor about medical conditions and 3) to assist in case management direction.

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Not every case needs to be reviewed by a medical consultant. Appropriate times to use Medical Consultants are:

- A. Eligibility determination
- B. Plan development
- C. All medical restoration services (*required*)
- D. Whenever you have a question about an individual's treatment, medications, or condition including such issues as the natural course of the disease or the most appropriate treatments.

Most IDVR offices have a medical consultant on contract that will visit on a regularly scheduled basis. A Chief Medical Consultant is on contract in order to be available in person, by phone, or electronically if you do not have a consultant or if your consultant is not available. IDVR encourages the utilization of medical consultation time in a group setting to maximize the consultant's time and to allow for an educational opportunity for VR counselors. New counselors are advised to use consultation time for most cases to become familiar with the medical aspects of disability.

When presenting a case file to the medical consultant, be prepared to:

- A. File medical information in chronological order with the most recent on top
- B. Highlight or tab important information
- C. Eliminate duplicate data
- D. Prepare a short case presentation: i.e.; age, sex, marital status, medical conditions, medications, support systems, treatments, names of treating physicians
- E. List questions for the medical consultant
- F. Use the medical consultation form
- G. Follow up on consultant suggestions
- H. Re-present the case when new information has been received.

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Medical Consultant Review Form

Name: _____

Diagnosis(es):

Is additional medical/psychological information needed for employment? Yes ☐ No ☐

If yes, describe:

Describe disability(ies): ☐ chronic ☐ acute
☐ stable ☐ progressive
☐ mild ☐ moderate ☐ severe

Prognosis:

Functional limitations:

Does client need medical/psychological care program for employment? Yes ☐ No ☐

If yes, describe:

Comments:

Medical Consultant: _____ Date: _____

State Medical Consultant: _____ Date: _____



SECTION 8.0 PARTICIPATION OF INDIVIDUALS IN COST OF SERVICES BASED ON FINANCIAL NEED

In order to obtain maximum commitment toward his/her rehabilitation program, and to conserve case service funds, each participant is to be encouraged to participate in the cost of any purchased service. Idaho Division of Vocational Rehabilitation (IDVR) will assess an individual's economic need prior to paying for services. There are two categories of services; those based upon economic need and those not based upon economic need (see lists below). For services that are based on economic need, the economic circumstances of the participant's family unit must be assessed and the ability to participate in the cost of rehabilitation services determined, prior to IDVR paying for any of these services. A Financial Needs Assessment (FNA) (Gemini 12) should be completed with the consumer on an annual basis as part of the yearly Individual Plan of Employment (IPE) Review.

VR staff needs to be aware of and emphasize to participants that substantial services can be provided at no cost. **Remember:** *If a person does not qualify for financial assistance from IDVR, there still can be a variety of substantial services provided by IDVR. Counseling and guidance, as well as coordination of services are substantial and vital services that do not require VR expenditures.*

If the individual does not qualify for financial assistance based upon the economic needs assessment s/he must pay all or part of any service based upon documented economic capacity.

All comparable benefits available to the participant must be utilized. In the case of post secondary education; a copy of the Student Aid Award Letter Report (SAR) must be in the case record and used as documentation of resources and need *prior to implementation of an IPE.*

GENERAL INSTRUCTIONS

The service delivery team (participant and VR counselor as well as significant others invited to participate by the individual) is responsible for determining the economic need for individual participants. Economic need should be tested, and the FNA form filled out during the assessment period and prior to the development of an (IPE). The following guidelines are to be used:

- A. All projected net income and liquid assets of the family unit should be considered. IDVR staff may require documentation of income or liquid assets if needed and as appropriate (copy of IRS 1040, pay stubs, Free Application for Financial Student Aid (FAFSA), SAR, etc.). Retirement accounts are not liquid. However, payments received in retirement, workers compensation payments; disability insurance payments, etc. are considered liquid income. Liquid assets can include:

- a. Money Market Funds

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- b. Cash/ Savings/ Checking Accounts
 - c. Mutual Funds (not IRAs)
 - d. Preferred and Common Stocks
 - e. Certificates of Deposit
 - f. Treasury Bills
 - g. Trust Funds
 - h. Permanent Fund Dividend
 - i. Workers Compensation, Maintenance and Care, or Personal Injury Settlements
 - j. Child Support or Alimony
 - k. Annual Corporation Dividends
 - l. Survivors Benefits
 - m. Any other source of liquid assets
- B. The family unit includes the participant, dependents or others who contribute economically to the family unit.
- C. A dependent is anyone reported as such to the IRS, or up to age 24 for students in post-secondary education or training, or as determined through the federal student financial assistance program as reported through the FAFSA and noted on the SAR.
- D. If the participant is a dependent of the family unit the entire income of the family unit should be considered, or a justifiable reason explained in the case record.
- E. If the participant is eligible for any form of Public Assistance - Temporary Assistance for Families in Idaho (TAFI), Aid for the Aged, Blind and Disabled (AABD), Supplemental Security Income (SSI), Dual recipients of SSI and SSDI, - *s/he may be considered to qualify for financial assistance based on economic need and be exempt from the mandate to participate in an FNA review..*
- F. Social Security Disability Insurance (SSDI). Recipients are not required to demonstrate need through an FNA for services.
- G. It should be made clear to the participant that it is his/her responsibility to notify the agency any time there is a substantial change that may affect economic need status. An annual review of financial need is to be completed when the IPE is reviewed. A new form is to be completed if there is a substantial change in personal resources or at least every year.

Instructions for completing the form to determine economic need are as follows:

1. **Monthly Income** –VR counselor and individual should complete the FNA for up to 12 months (depending upon the anticipated length of the services). List the net monthly take home pay (wages) for the participant. *Any consistent monthly payments* coming into the

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household via other members of the household, such as SSI, SSDI, TAFI must also be listed. VA benefits, unemployment benefits, workman's compensation, retirement, private disability, child support, etc. must also be documented. (On the FNA Gemini 12 form, circle types of income and write in monthly amounts. Add all amounts together to get Monthly Income).

2. **Available Resources** – These are items that have cash or loan value that can be used toward the rehabilitation plan. Examples of such resources include: savings, stocks and bonds, IRA's investment real estate, second homes, recreational vehicles (snowmobiles, campers, four-wheelers) investment items (jewelry, guns, art) additional cars not required for the participant or other specific members of the household in order to sustain employment. *When totaling up these available resources, IDVR will allow a \$5000 exclusion.* Add all Available Resources, subtract the \$5000 exclusion and then divide the remainder by the number of months in plan. Add this amount to the "Monthly Income" above to get the "Total Monthly Income". (If the number with exclusion is less than 0, put 0.)
3. **Monthly Expenses** – Housing (actual cost) including mortgage, rent trailer space, taxes and insurance for primary residence. Utilities (actual cost within the range of \$100-\$300 per month) including heat, electricity, sewer, trash, water, phone, (cell phone if *only* phone). If the individual's estimated utility costs are higher then outlined above, the VR counselor should ask for receipts for documentation. *Remember* to always subtract any energy assistance subsidy that may be available. Food (actual cost, up to \$150 for one person, with \$100 for each additional person) includes non-food grocery items. If participant's costs are higher because of a special diet prescribed by a doctor, or other reason, the VRC should ask for documentation and receipts. *Remember* to always subtract food stamps/subsidy amount. Miscellaneous expenses including gas, bus tickets, car payments, insurance, medications, medical expenses, clothing, child support, credit cards must also be calculated into "Monthly Expenses". *Remember* to calculate *only the minimum monthly payment* required for credit card obligations. Do not calculate the total amount owed for credit cards or other expenses unless those amounts must be paid during the time period established for the rehabilitation plan. *Remember that the taxpayer should not subsidize "choice item" costs*, so don't list them as allowable expenses on the FNA. Examples include: second homes, boats, recreational vehicles, tithing, music lessons, animals, cell phones (if not primary telephone) cable TV, etc.
4. **Total Monthly Budget Surplus or Deficit** - After calculating the total income, and total allowable expenses monthly, subtract the expenses from the income. The result will reflect the "Total Monthly Budget Surplus or Deficit".

If the participant has excess or additional resources after subtracting the deductions from the total resources, s/he must apply the excess resources to the cost of the IPE before any financial assistance for services based upon

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economic need can be provided by IDVR. If no resources are available after this calculation the participant does qualify for financial assistance.

If the participant qualifies for financial assistance any service can be paid for by IDVR, as appropriate, utilizing all available comparable benefits.

- H. Comparable benefits should be used to the maximum extent whether the participant qualifies for financial assistance or not. (See Sections 1.4.1/ or 11.1 for definition).

If the participant does not qualify for financial assistance the amount that is available must be applied toward the costs of the IPE. When these payments are made is open to negotiation. For example: If a participant has \$2000 available it is reasonable for the individual to pay for an expense over time, such as transportation or books/supplies while IDVR pays for tuition during the same time period. If, however, the participant has a small amount available, it is reasonable to expect the individual to pay the entire cost of some items at the beginning of the plan, such as books or tuition for one semester.

It is expected that payment is made by the individual to the vendor directly. IDVR may request a receipt as appropriate. The negotiated method and time frame for contribution of their share of the costs can and should be spelled out on the IPE.

If a participant has a significant amount available, such that IDVR is not paying for any of the services, the participant can still be served through assessment for eligibility and rehabilitation needs, counseling and guidance, coordination of services and job development/placement.

Services not Based on Economic Need (do not require FNA justification)

The following services may be provided without considering economic need:

- A. Counseling, guidance and referral.
- B. Diagnostic and related services to determine eligibility and services necessary to determine the nature and scope of the IPE.
- C. On-the-job training.
- D. Community assessment and work adjustment.
- E. Job site development and placement and follow-along.
- F. Assistive Technology Services.
- G. Community Supported Employment (CSE).

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H. Interpreters, Personal Care Services, Reader Services.

Services Based on Economic Need (do require FNA justification)

The following services may not be provided until economic need has been determined. If the participant does not qualify as having an economic need, these services cannot be authorized until their portion of the service is paid. If these services are developed as part of an IPE, the participant and/or family must pay them to the extent of their available resources, or use a comparable benefit.

- A. All training (except OJT)
- B. Maintenance (including clothing)
- C. Transportation
- D. Books and training supplies
- E. Tools, equipment (including computers) and supplies
- F. Physical or mental restoration services
- G. Initial stock and supplies for self-employment
- H. Assistive Technology Services (including home and vehicle modification – See Section 12.4.3 & 12.14.4)
- I. Medical care for an acute condition (inter-current illness)
- J. Services to family members
- K. Occupational licenses
- L. Any other goods or services

PURPOSE OF FNA: To determine the level of financial participation the individual will be able to assume in his/her IPE. In addition, the assessment is used as a:

- Counseling Tool
- Effective resource utilization
- Career planning
- Consistency of service provision statewide
- Counselor/participant accountability

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The FNA can be used as a counseling tool for **all** participants:

- For counseling related to the participant's level of debt and money management skills.
- eg. Should the participant be referred to professional consumer credit counseling agency?
- For career planning to determine the individual's current financial status, and ability to participate in rehab plan.
- eg. Does the participant need to go to work immediately? Can the individual afford to attend a one, two or four year training program? How will the participant and family survive economically while attending training program?
- To determine the individual's economic needs, then seeking employment with wage that will meet those needs.
- eg. What hourly wage does the participant need to earn? Does the participant need to work 40 hours per week or less? Does the participant need to purchase health insurance?
- To determine the amount of individual's participation in paying for the costs of the rehabilitation plan. The individual needs to be encouraged to participate financially in the rehabilitation plan. Regardless of whether the participant has a budget surplus or deficit, ask how much the participant can contribute financially to the cost of rehabilitation plan. The individual needs to be vested in and committed to the success of his/her rehabilitation plan.
- Financial participation by family members should always be encouraged when developing an IPE. The family's income needs to be included on the FNA for individuals under the age of 18 years, claimed as a dependent on income tax, or are under legal guardianship. Married participants need to include their spouse's income on the FNA. If extended family member expenses are included in the FNA, then their income must also be included.

SECTION 9.0 PURCHASE OF SERVICES AND SUPPLIES FOR PARTICIPANT USE IN THE VOCATIONAL REHABILITATION PROGRAM

The Rehabilitation Act of 1973, as amended, and its implementing regulations mandate procedures in the provision of services and methods of procurement. Individuals with a disability served through the vocational rehabilitation program must be actively involved in choosing the vocational rehabilitation services they receive and the entities providing those services.

Procurement authority is granted to VR counselors by the Chief of Field Services with the recommendation of their Regional Manager following a period of training and probation.

Consistent with procurement guidelines, a VR counselor cannot obligate Idaho Division of Vocational Rehabilitation (IDVR) to services that exceed his/her procurement authority. An Individual Plan of Employment (IPE) that will include a service generating an Authorization for Case Service (ACS) over \$5000 will require the Regional Manager's written approval on the IPE *prior to* the plan being approved. The rehabilitation counselor will inform the participant that the plan is pending approval during this process. An ACS purchase cannot be fragmented into multiple ACS's as a way to circumvent this approval.

All purchases in excess of \$5,000 shall be reviewed and recommended by the Regional Manager.

NOTE: *Case service expenditures require written authorization prior to the initiation of the service or the purchase of any equipment. Oral authorizations are permitted in emergency situations by the Regional Manager or designee, but must be confirmed promptly in writing and forwarded to the provider. Authorizations are to be issued within three (3) days of the beginning of the service.*

The following principles shall guide participant purchases:

- A. The IPE is the primary document that determines the scope, duration and provider of services. The individual with a disability must agree to the terms and conditions of the IPE prior to services being provided.
- B. VR counselors are required to determine the rehabilitation needs of the individual first, and then determine the provider and the procurement method. Costs, availability, success and experience providing the service and participant research are characteristics that guide the choice of the provider.
- C. The method of procurement is also determined in partnership with the individual. The agency prefers that a state Authorization for Case Services (ACS) be

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provided to the selected vendor, with an invoice from the vendor documenting the service provision. Other methods are available, given the informed choice of the individual, including reimbursement.

- D. The provision of services must be consistent with the unique strengths, resources, priorities, concerns, abilities, capabilities and informed choice of the individual.
- E. All purchased services that are evaluative and restorative shall be authorized prior to the provision of services. The agency will reimburse providers of medical services (both medical and psychological) based upon usual and customary fees for their area of specialization or based upon payment caps that have been imposed for specific services (Review Payment Policy – Section 12.2). Providers will be reimbursed at this rate independent of the participant attending the scheduled appointment.
- F. Staff will ensure fair and equitable treatment of all persons doing business with the Division.
- G. Purchases will be made consistent with the elimination and prevention of discrimination due to race, religion, color, national origin, sex, age, and disability.
- H. The responsibility for authorizing services and approving payment of those services must be assigned to separate employees. In small, sub-offices offices this control may be waived.
- I. The record of services of the individual shall contain necessary evidence and documentation of adherence to these principles.
- J. Regional Managers are the Division's field service procurement liaisons and are responsible to ensure that staff have necessary training.

SECTION 10.0 INDIVIDUALIZED PLAN FOR EMPLOYMENT (IPE)

10.1 Options for Developing the IPE

The eligible individual or, as appropriate, the individual's representative may develop all or part of the IPE:

- A. Without the assistance from Idaho Division of Vocational Rehabilitation (IDVR) or any other entity OR
- B. With assistance from:
 - a. A qualified vocational rehabilitation counselor employed by IDVR
 - b. A qualified vocational rehabilitation counselor who is not employed by IDVR
 - c. Other resources

The IPE must be agreed to and signed by the individual or, as appropriate, the individual's representative, the VR counselor and, when required, the IDVR Regional Manager.

A counseling relationship and partnership is developed between the VR counselor and the eligible individual, where options are explored and where implications of decisions are identified. It is within this partnership that the VR counselor provides support tailored to the needs of the individual, as identified in the assessment process, so s/he may make informed choices that result in successful employment. In the development of the IPE, the individual will be encouraged to make decisions based upon relevant information available. In addition, the responsibility to make decisions based upon related laws, regulations and public policy is also a requirement of the partnership between the VR counselor and the individual with a disability.

Individuals must receive the supports that will assist them in making informed choices. This is especially important for individuals with cognitive or other disabilities who require assistance in exercising informed choice.

Individuals shall promptly receive a copy of their IPE and any subsequent revisions. Copies shall be provided in the native language of the individual or through appropriate modes of communication.

The record of services must support the selection of the specific employment outcome, the objectives of the IPE and the selection of providers of services. VR goods and services may only be provided in accordance with the IPE.

It is imperative that the individual fully understand that employment means:

- a. Entering or retaining full-time, or if appropriate, part-time competitive employment in the integrated labor market, including self-employment, telecommuting or small business ownership.

- b. Community Supported Employment (CSE).

IDVR must:

- a. Reinforce the ultimate purpose of the IPE: To assist the individual to prepare for, secure, retain or regain employment.
- b. Insure that the individual fully understands that s/he must participate as an active and cooperative partner in the identification and selection of an informed vocational choice with a reasonable expectation for marketable success.
- c. Insure that the individual fully commits to participate in the implementation and completion of the IPE.

10.2 Ticket To Work

The VR Counselor/VRA must verify whether a participant receiving SSA benefits is eligible for a Ticket to Work, which can be utilized at the individual's option for vocationally-related services through a variety of vendors including IDVR. In order for IDVR to be eligible to request reimbursement at a later date for services provided that result in a successful employment outcome, the counselor or VRA must acquire the Ticket concurrently with the development of the initial IPE and complete the assignment of the Ticket to the agency as verified within the Ticket to Work Gemini module.

Once the Ticket to Work Gemini module is completed, it is printed and a participant signature is secured. The document is subsequently faxed (703-683-3289) to Maximus, the SSA contractee that administers the program. Maximus then sends to Central Office a letter verifying the start date for the Ticket assignment. The original letter is sent to the appropriate field office for filing within the case.

At Closure "Other", the VR Counselor/VRA will go to Gemini "Reports" – "Participant Letters" and select the "Unassignment of Ticket to Work" letter, print and complete it and then fax the document to Maximus.

At "Successful Closure", there is no requirement to contact Maximus. The Fiscal Unit at Central Office will monitor those cases that have achieved a "Substantial Gainful Activity" level of employment for 9 months and will subsequently submit employment verification to the appropriate region for verification of sustained successful employment. Once the verification is returned from the field with verified employment a service reimbursement request will be submitted to SSA.

10.3 Annual Review

The IPE must be reviewed annually by a qualified VR counselor and the individual to assess the eligible individual's progress in achieving the identified employment outcome.

10.4 The IPE must include the following:

- A. Using the information from the Comprehensive Assessment (Section 7.2) the VR counselor and individual must determine a specific employment outcome consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, career interests and informed choice. In concert with the individual, the VR counselor must conduct a thorough market analysis to include job outlook and the individual's economic expectations and needs. *The goal is for the individual to become self-sufficient and self-supporting, if possible and the provision of planned services on the IPE should only entail those required to achieve the targeted vocational goal.*
- B. The specific rehabilitation services needed to achieve the employment outcome along with the projected dates for initiation and anticipated duration of each service, including:
 - a. As appropriate, assistive technology devices, assistive technology services and personal assistance services including training in the management of those services;
 - b. As provided in the most integrated setting that is appropriate for the services and is consistent with the informed choice of the eligible individual;
 - c. Timelines for the achievement of the employment outcome and for the initiation of services;
 - d. A description of the entity or entities chosen by the eligible individual or, as appropriate, the individual's representative that will provide the vocational rehabilitation services and the methods to procure those services;
 - e. A description of the criteria ("Plan Documentation") that will be used to evaluate progress toward achievement of the employment outcome;
 - f. The terms and conditions of the IPE, will include information describing the responsibilities of IDVR and the individual to achieve the employment outcome;
 - g. The extent of the individual's participation in paying for the costs of services;
 - h. The individual is required to apply for and secure comparable services and benefits when available. The responsibilities of other comparable service and benefit entities will be listed on the IPE;
 - i. As necessary, the expected need for post-employment services prior to the point of successful closure (Review Post-Employment - Section 12.13);
 - j. A description of the terms, conditions, and duration of the provision of post-employment services;

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- k. If appropriate, a statement of how post-employment services will be provided or arranged through other entities as the result of arrangements made pursuant to comparable services or benefits;
- l. Supported Employment - for individuals with the most severe disabilities for whom a vocational objective of supported employment has been determined appropriate, the following must be addressed:
 - i. a description of time-limited services to be provided by IDVR not to exceed 18 months in duration, unless under special circumstances, the eligible individual and the VR counselor jointly agree to extend the time to achieve the employment outcome;
 - ii. a description of an identified source of funding for the extended services needed (long-term support). If it is not possible to identify the source of such funding, a statement that there is a reasonable expectation that extended services will be available. *Extended services are provided by a State agency, a private nonprofit organization, employer, or other appropriate resource, from funds other than IDVR.*
 - iii. a description that the employment is competitive and available in an integrated setting. Verification of a "minimum wage" (State of Idaho Minimum Hourly Wage) must be documented.
- m. In developing an IPE for a student with a disability, the IPE shall be prepared in coordination with the appropriate educational agency and will consider the student's Individual Educational Plan (IEP) if one exists;
- n. The current IPE will be reviewed with the individual as often as necessary but at least annually to assess the individual's progress in meeting the objectives on the IPE.
- o. Completion of the IPE for all School-Work transition participants *before they exit the school system.*

NOTE: *Because of the capability of the Gemini Case Management tool, with the ability to clone plans, write new plans, edit features and delete completed services, there will be only **one active plan**, which is the current plan with all current services reflected on it. When the current plan is signed and approved by the individual and approving authority (counselor or supervisor) all previous plans will become void and only the signature pages of those previous plans should be retained in the hard copy file.*

10.3.1 Implementation of the IPE

Assurance that the IPE is developed and implemented in a timely manner, within 6 months of the eligibility decision. *An exception may be made and must be documented in a case note, if this timeframe will be exceeded due to the needs of the individual participant.* Documentation should include participant readiness, availability, inability to



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complete a comprehensive assessment, as well as unforeseen delays outside the control of the individual, VR counselor, or Regional Manager.

10.5 Plan Features in Gemini

New Plan: A new plan is completed when an original plan is initiated or the nature of the IPE is changed. This would occur when a new vocational goal is chosen and there are major changes in the planned services. Remember: with the development of a new plan the VR counselor and participant will need to include all needed services and complete all the pertinent comparable benefit documentation outlined in Section 11.3.

Clone: The clone feature is to be used when the basic nature of the plan is going to remain the same. This feature brings forward a full copy of the previous IPE and allows the VR counselor and participant to add new services. New services will be given new service numbers when they are added to the clone. It is important to add new services before deleting previous services from the plan that have been completed or expired. This keeps service numbers 1-2-3... in numerical order and allows for subsequent services to be numbered appropriately. Justification for the new services must be documented in the comments section of the Plan sub-page. If the *goal is changed without the need to modify services*, the IPE can be cloned. Change the goal and update the comprehensive assessment in a case note to justify vocational change. When adding new or expanded services to a clone, *always update the justification in the "documentation" box*. It is not necessary to clone the plan each time the price of a service outlined on a plan increases. This can be accommodated through the authorization showing the increased costs.

Edit: The edit function may only be used to change a vendor or to edit the documentation on a previously signed and approved plan. The edit function is not to be used to add a new service to an existing plan. The edit function may be used prior to closure to insure that the employment outcome on the last plan is in the same or related field as the employment outcome at closure since this is a federal requirement. When editing the employment outcome, it is essential that the VR counselor document how the substantial services provided on the edited IPE support the final employment outcome and that the participant fully agree with the modified goal. All VR counselors and support staff can edit plans since edits do not require signatures.

SUMMARY:

NEW Plan: is always implemented for a new vocational goal when major changes in services are necessary.

CLONED Plan: is implemented when new services are added or additional services are needed to fulfill the objectives of a previous plan. A clone may also be implemented when the vocational goal is modified without changing the planned services.

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EDIT: is used to change a vendor or edit the documentation on a previously signed and approved plan.

Plan Approval Authority: VR counselors 1 and 2 who have not been given permission to sign their own plans will continue to require Regional Managers (RM) approval for all plans. RMs can, at their discretion, delegate this function to an Assistant Regional Manager (ARM) or other senior counselors 2 or 3.

10.6 “4x 4” Service Policy:

Revisions shall be completed when a significant change occurs in the IPE. Revised IPEs (clones or new plans) shall be in writing and shall not take effect until agreed to and signed by the individual. The IPE is amended as necessary by the individual and the VR counselor if there is a substantial change in the employment outcome, VR services or providers of VR services. *Amendments are not necessary, however, under the following very limited and specific circumstances:*

1. The additional service *must not exceed \$400.*
2. The additional service *must not exceed four months in duration.*
3. The employment goal *must remain the same* as on the previously written plan.
4. The *additional service* will be provided on a *one-time basis per case*. This restriction is intended to prevent the ongoing provision of a specific service, e.g., transportation, beyond the four-month time limit or \$400 maximum allowance.
5. It is imperative that a *Case Note* be completed to document that the individual is in full agreement with the provision of the additional service provided by this protocol in order to show full awareness and agreement by the individual

Note: *VR counselors who currently do not have permission to sign plans will be exempt from participating in this protocol.*

Through the implementation of this policy, the VR counselor can continue to provide services in a seamless manner without having to interrupt a program by preparing and implementing an IPE for services with a minimal associated cost that are intended to support an ongoing vocational goal.

SECTION 11.0 COMPARABLE SERVICES AND BENEFITS

11.1 Comparable Services and Benefits

Each eligible individual will be required to review with the VR counselor all potential comparable benefits that may be available prior to the development of the Individual Plan of Employment (IPE). If comparable benefits and services are available, they *MUST* be utilized to meet, in whole or in part, the cost of vocational rehabilitation services. Comparable benefits and services should be utilized before Idaho Division of Vocational Rehabilitation (IDVR) agency funds are expended.

The definition of Comparable Benefits and Services is any benefit or service that exists under any program that is available to the participant during the duration of the IPE and which can be directly applied to the individual's progress toward the achievement of the employment outcome.

Federal regulations require that VR and the participant must utilize all comparable benefits or services. This means that the individual must apply for any comparable benefit or service that could be available during the time sequence outlined in the IPE.

The utilization of comparable services and benefits does not apply in the following situations:

- A. If the determination of the availability would delay the provision of vocational rehabilitation to any individual who is at extreme medical risk. A determination of extreme medical risk shall be based upon medical documentation provided by an appropriate licensed medical professional and means a risk of substantially increasing functional impairment or risk of death if medical services are not provided expeditiously. It is strongly recommended that such cases receive medical consultation review whenever possible.
- B. If an immediate job placement would be lost due to a delay in the provision of comparable benefits.

11.2 Comparable Services and Benefits Exceptions

The following categories of service are exceptions to the requirement that comparable services and benefits be utilized:

- A. Medical, psychological or other examination to determine eligibility.
- B. IDVR counseling, guidance, information and referral and IDVR placement services.
- C. Evaluation of vocational rehabilitation potential.

- D. Rehabilitation technology, including telecommunications, sensory, and other technological aids and devices (see Section 12.14 for exceptions)

11.3 Timeliness of Comparable Benefits

If a comparable benefit exists, but is not available to the individual at the time needed to satisfy the rehabilitation objectives of the IPE, IDVR may provide the services until the comparable benefits become available. For example: In a post secondary education plan, IDVR may provide the first semester costs only in those circumstances where the comparable benefit such as the Pell Grant has yet to be determined in spite of appropriate Financial Assistance (FAFSA) preparation in advance by the individual. *Subsequent semester costs will only be authorized upon receipt and consideration of the full FAFSA award(s).* An IPE should reflect this exception. *A copy of the financial award or denial letter should always be placed in the individual's file before any authorizations are issued. If the financial aid has been determined but has not arrived at the institution, the individual should pursue a short-term loan to cover costs until the financial aid is received. VR should not pay for tuition if the individual has been verified as eligible for a financial grant.*

IDVR requires individual's to apply for Federal Financial Aid (Pell Grant, Supplemental Educational Opportunity Grant (SEOG) State Incentive Grant (SSIG) Leveraging Educational Assistance Partnership (LEAP) Grant and other grants) that are designed to pay for training costs, i.e., tuition fees, books and supplies, tools, etc. at any institution of higher education. VR cannot pay for such training costs unless maximum effort has been made to secure grant assistance. **This means that the individual must make repayment arrangements if s/he has previously defaulted on a loan and owes a refund on a grant before IDVR will support a training program where financial aid is available.**

SECTION 12.0 VOCATIONAL REHABILITATION SERVICES

12.1 Guiding Principles of Informed Choice

- A. All people with disabilities can achieve competitive, high quality employment in an integrated setting and can live full productive lives.
- B. People with disabilities often experience major barriers related to the low expectations of, and misunderstandings toward, people with disabilities that exists within society, within the persons with disabilities themselves, and sometimes, within our own rehabilitation system.
- C. People with disabilities should have responsibility and accountability to make their own choices about their lives; the kind of employment they want to pursue, who they want to provide services for them as well as the kind of services they need.
- D. The primary purpose and role of the public rehabilitation system is to empower individuals with disabilities by providing them with information, education, training, and confidence, in order that they will make the right choices responsibly if appropriately informed. It is also the purpose of the public rehabilitation system to support those choices when they are based upon reasonable and verifiable premises.
- E. The most effective rehabilitation occurs when there are true partnerships between the federal and state partners, state agency providers, community providers and employers, the disability community, all other partners, and the consumer.

The ultimate goal is to provide participants with skills, tools and information to aid in their vocational discovery process and to initiate informed choices when creating their Individual Plan for Employment (IPE) with the Vocational Rehabilitation Counselor (VRC).

Many tools exist to assist the participant and the counselor to identify inherent strengths, interest, aptitudes and transferable skills such as:

- A. Comprehensive Guidance and Counseling provided by the agency.
- B. Job Seeking Skills workshops offered by the Department of Commerce and Labor or Community Rehabilitation Programs (CRPs).
- C. Vocational Evaluations provided by CRPs either “in-house or within the community.
- D. Community Based “job shadowing” experiences within the community.
- E. Career Interest Survey (CIS) studies as well as other computerized programs.

Developing the Vocational Goal:

In selecting a vocational goal, it is important that the participant is actively involved in all phases of this development. Much research has been done to substantiate that the successful outcome of vocational rehabilitation increases when the participant is involved in every phase of the vocational planning. Vocational planning is built around vocational exploration, understanding the participant's medical and work history, his/her perception of disability, social habits, functional limitations, inherent aptitudes and transferable skills, vocational exploration through vocational evaluation, training options, and labor market research. The participant will explore the relationship of vocational objectives around his or her personal capabilities, interest, and situations and then attempt to understand the way these different factors impact and influence vocational potential. This information then helps the participant to develop the steps to a solid rehabilitation plan, and provides tools for the participant to assess his/her current state of mind and to encourage positive self initiated resolutions.

12.2 Agency Payment Policy

NOTE: Many of the services listed below include *maximum agency contributions*. This section outlines in detail the payment policy of Idaho Division of Vocational Rehabilitation (IDVR) in regard to specific services. It is the policy of IDVR to pay usual, customary and reasonable charges for services provided to its participants by providers of goods and services except for the following list. An "Exception Policy" clause is attached at the completion of this list explaining that the payment caps established may, on occasion, be exceeded for geographical or other considerations.

It is important to emphasize that IDVR is not obligated to pay the total cost of services required to ensure that a participant achieves an employment outcome. The individual is always strongly encouraged as well as responsible for the pursuit and identification of comparable benefits. Personal participation in the payment of some portion of the costs of a vocational plan may be required based upon the particular service selected as well as the identification of personal resources that could be applied toward the cost of the targeted services.

Rates of Payment:

These fees are established in accordance with federal guidelines that permit an agency to establish fee limits for services designed to ensure a reasonable cost to the program for each service.

Whenever possible, a competitive process will be used to achieve a reasonable price. Idaho is a low bid State; therefore, the lowest bid will then be the maximum amount IDVR will contribute to the purchase of goods or services. The Payment Policy will determine the maximum that IDVR will contribute to the purchase. For items not included in the payment policy, the usual, customary and reasonable rate will be used

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for the service, not to exceed the rate charged other public agencies. The service that will meet the individual's need at the least cost to IDVR shall be the service purchased.

All decisions on cases, including fee for services, are determined on an individual case basis. The individual may choose his or her preferred vendor, but if s/he chooses a product or vendor that exceeds the maximum rate of payment established by the Payment Policy, the participant will be responsible for the excess amount.

Exceptions to Usual, Customary and Reasonable Charges:

1. **When training is being proposed for any institution that is eligible for PELL Grant funding**, the individual must complete the requisite application documents and receive a determination decision prior to any IDVR financial participation. Exceptions to this policy must be approved and reviewed by the Chief of Field Services.
2. **IDVR adheres to the same standards as the federal financial aid rate** (PELL and all other grants). For example:
 - a. VR Maximum per semester for full time (12+ credits) - \$1650
 - b. VR Maximum per semester for $\frac{3}{4}$ time (9-11 credits) - \$1237.50
 - c. VR Maximum per semester for $\frac{1}{2}$ time (6-8 credits) - \$825
3. **Idaho public in-state colleges**, vocational technical schools, universities, and other education and training Institutions' education expenses (fees and tuition, including health insurance fees) are established as follows:

Maximum:

\$1650 per semester x 2 per year (\$3300 max per federal fiscal year)

\$1100 per quarter x 3 per year (\$3300 max per federal fiscal year)

If the participant receives a Pell Grant, it must be applied first for tuition or fees. VR may pay the difference up to the \$3300 per year maximum.

These yearly maximums include summer school.

The following *Exceptions* must be reviewed and approved by the Regional Manager (RM) for VR Counselors 1, 2, & 3)

- a. VR may pay for summer school if it is a required part of a Vocational or Technical Program, e.g. Welding – 5 sessions per year.
- b. VR may pay for academic summer school if by attending the individual will be able to finish the final semester and not have to attend in the fall.



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- c. VR may pay for summer school in exceptional cases where a disability-related reasonable accommodation is verified.

- 4. **Idaho private in-state colleges**, vocational technical schools, universities, and other education and training institutions, education expenses (fees and tuition, including health insurance fees) are established as follows:

Maximum:

VR may pay up to \$3300 per federal fiscal year for any in state training, public or private.

If the participant receives a Pell Grant, it must be applied first for tuition or fees. VR may pay the difference up to the \$3300 per year maximum.

- 5. **Out-of-state colleges**, universities, vocational technical schools and other education and training Institutions.
 - a. If the participant must attend an out-of-state institution because the course of study is not offered within the state of Idaho then IDVR can pay the “usual and customary” charges for fees and tuition.
 - b. If the course of study is offered in-state, but because of the additional costs caused by the accommodation for disability, it would be more cost effective for the agency to support the attendance of the individual at an out of state educational institute, then VR may pay the usual and customary tuition charges for the out of state educational institution.
 - c. If the individual chooses to attend an out-of-state institution, when comparable training is clearly available in the state, then IDVR will only pay the Idaho in-state maximum cost (fees and tuition) currently established at:

Maximum:

\$1650 per semester x 2 per year (\$3300 max per federal fiscal year)

\$1100 per quarter x 3 per year (\$3300 max per federal fiscal year)

These yearly maximums include summer school.

These maximum fee allowances provided by IDVR apply to all training and educational costs including truck driving, cosmetology, short-term computer training, commercial airline pilot training, etc.

- 6. **Books Only**

Maximum:

\$300 per semester x 2 per year (\$600 maximum per federal fiscal year)

\$200 per quarter x 3 per year (\$600 maximum per federal fiscal year)

For Vo-Tech programs, where most of the books are required at the beginning of the



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first semester, VR can issue for required books not to exceed \$600 per federal fiscal year.

These yearly maximums include summer school.

7. Medical exams with written report:

Specialist exam by M.D. - \$200 maximum, plus actual cost of related procedures (e.g. x-rays).

a. Psychological exam by Licensed Psychologist - \$200 maximum plus actual cost of psychometric tests.

b. Ophthalmologist/Optometrists:

Maximum fees are established for general visual exam, accompanying test, frames and glasses. Tinted glasses require a prescription for IDVR payment. The specialist fee for an ophthalmologist will be authorized when diseases of the eye are present and cannot be dealt with by an optometrist.

Procedure	Fee
Visual Exam	\$85
Frames	\$85
Single Vision Lenses (per pair)	\$80
Bifocal Lenses (per pair)	\$100
Trifocal Lenses (per pair)	\$125

c. Contact Lenses – contacts cannot be purchased for clients unless there is documentation by an ophthalmologist or optometrist that there is a need.

d. Audiologist exam - \$85 maximum

8. Physical exam (GBM) - \$65 maximum

9. Psychotherapy/Counseling Sessions: Maximum: 10 sessions

10. Medication:

Maximum: 3 months, while participant applies for reduced cost or fee medication programs provided by drug companies or other sources of comparable benefits.

11. Dental Work, including but not limited to cleaning, fillings, extractions, crowns, and dentures.

Maximum: \$500 per case

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12. Hearing Aids:

Maximum: \$1,000 per hearing aid. Cost must include insurance for free replacements for one year.

13. Transportation:

- a. Public conveyance (bus, van) - actual cost.
- b. Private vehicle not to exceed \$60 maximum within a 20 mile radius in-town commuting, or \$200 maximum out-of-town commuting per month.

14. Car Repairs:

Maximum: \$300 per case (except for cost of reasonable accommodation for disability).

15. Maintenance:

Maintenance means monetary support provided to an individual for expenses, such as food, shelter, and clothing, that are in excess of the normal expenses of the individual and that are necessitated by the individual's participation in an assessment for determining eligibility and vocational rehabilitation needs or the individual's receipt of vocational rehabilitation services under an individualized plan for employment (IPE). (Ref: 34 CFR Part 361.5 (35).)

NOTE: Counselors cannot pay maintenance for those existing living costs that an individual would normally incur regardless of the individual's participation in a plan of vocational rehabilitation services.

Maximum: \$1,500 total per federal fiscal year. No single monthly amount to exceed \$500. No limit on number of months up to the \$1,500 maximum.

These maximums also apply to rent and room & board for post secondary education.

NOTE: If the individual receives SSI or SSDI, VR cannot provide maintenance for basic living expenses.

16. Copy Fees

Maximum: \$15 for copy of report.

17. Community Rehabilitation Programs (CRPs) (IDVR PM 2006-02)

- a. Maximum daily rate for in-house work evaluation, work adjustment \$66.25/day). (Exception: in-house evaluation may be paid at an hourly rate if reasonable justification, e.g. individual disability needs, delays in services).



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- b. Certain CRPs have developed a comparable cost service for in house diagnostics based upon the hourly rate. Those services can be utilized at will without justifying an exceptional cause. Please consult with the Regional Manager for a list of comparable hourly rate service providers.
- c. Maximum hourly rate for Community Based Work Evaluation (CBWE), Community Based Work Adjustment (CBWA), Placement & Follow Along (P&F), Job Seeking Development (JSD) and McCarron Dial evaluation - \$44.60/hour.

Services purchased from CRPs are not subject to the allowable maximum for training and educational expenses.

18. Tools & Equipment

Maximum: \$1,300 per case. Agency inventory tools and equipment will count towards the \$1,300 maximum. *The VR counselor must always negotiate in the best interest of the agency on cost of services and must get three bids, if vendors are available, on all durable equipment (reusable) valued at \$300 or more.*

Exception: If there is a change in employment outcome, the individual must return the original tools to VR. After the tools have been returned, then VR may purchase new tools up to the \$1,300 maximum for the new employment outcome.

NOTE: *A Property Agreement must be secured on all durable equipment or reusable supplies that exceed \$150 in value.*

19. On-The-Job (OJT) Fees

Maximum: \$3,000

- a. The VR counselor must negotiate OJT fees based on:
 - 1. Employer's cost to train the individual
 - 2. Level of technical skills required for job
- b. The Individualized Plan of Employment (IPE) and OJT Agreement (Gemini 15) must include:
 - 1. Cost of training
 - 2. Length of time (# of months)

VR counselors are strongly encouraged to negotiate a decreasing payment schedule with the employer.

To exceed the \$3,000 maximum, the VR counselor must consult with Regional Manager. (Please review additional information regarding OJT outlined in Section 12).

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20. Computers including hardware and software:

Maximum: \$1,000 per case, except for disability-related reasonable accommodation.

Most post-secondary training institutions have computer labs available for student use and this is covered in the cost of tuition and fees.

21. Self-Employment Plans

Maximum IDVR financial support for supplemental self-employment plans: \$3,500

Any special circumstances on computers and tools on self-employment plans will be discussed with the appropriate Field Services Manager.

Please review self-employment policy, section 12.9 for full details regarding the IDVR agency policy.

22. Child Care: Maximum: \$300 per child per month.

Use the Health & Welfare Child Care Funding as a comparable benefit before expending VR funds. The VR counselor should carefully explore all comparable benefits that may be available including assistance from family and friends.

23. Kidney Services Only

Kidney services provided to individuals with ESRD will be the same for PSK participants and general VR participants with a diagnosis of ESRD. (See Section 14 Pure State Kidney – PSK)

24. Private/Commercial Pilot's License:

The Division does not assist with the procurement of a private pilot license since there is no occupational outcome associated with such licensure. The agency may assist with the acquisition of a commercial pilot license.

25. Reimbursements for Fines:

IDVR will not reimburse (or pay restitution) for illegal behaviors - whether traffic violations or other misdemeanors. It is never appropriate for the agency to utilize tax supported funds to offset personal liability and accountability for a violation of the law.

26. Advanced Degree:

IDVR may assist with an advanced degree, based upon the rehabilitation needs of the individual participant. (See section 12.5.4).

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27. Typical exclusions from VR financial participation:

- a. Vehicular purchase; however, IDVR may assist to modify an already owned vehicle to make it accessible for the Individual's usage (e.g. hand controls, van conversions, and lift installation). (see section 12.19 "Reserve Fund")
 - 1. The cost of the modification cannot exceed the current Blue Book value of the vehicle.
 - 2. The individual must maintain insurance on the vehicle for replacement cost.
 - 3. VR encourages the use of loans from the Idaho Assistive Technology Project and Independent Living Centers.
- b. Securing a private pilot's license. (see #24 above)
- c. Organ transplantation, other than kidney transplants.
- d. Physical and Mental Restoration Services. Surgery may be provided if it is not the sole vocational rehabilitation service needed for the participant to return to work or to achieve an employment outcome.

IDVR will only cover the cost of surgery if it will substantially reduce functional limitations. It is highly practical and appropriate for the VR counselor to explore alternative employment opportunities with the individual that may negate the need for the corrective surgery. Such an alternative should accommodate the individual's functional restrictions and provide a level of income that would be comparable with potential earnings following a surgery. The participant should always explore in cooperation with the VR counselor a variety of options in order to be prepared to make an informed choice.

NOTE: *When physical restoration services for individuals who have a temporary disability, which will be eliminated by surgical care in an acute general hospital, is the only vocational rehabilitation service to be provided, and the condition is likely to be remedied by relatively routine medical intervention with no significant lasting effects, the RSA position is that such cases should be referred to other agencies. Such services should not be paid for under vocational rehabilitation auspices. – (RSA Position Paper, 3/28/80, Robert R. Humphreys, Commissioner of RSA)*

28. No Shows:

If an individual does not attend an appointment and doesn't cancel or reschedule, the individual will be responsible for payment of any charges - not VR.

If VR authorizes for an interpreter to be present and individual does not attend, VR will cover cost of the interpreter through administrative authorization.

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Exception Policy:

The Rehabilitation Act of 1973, as amended, requires that IDVR have a policy that allows for exceptions to the Payment Policy, unless the exception would violate State or Federal laws. All exceptions will be reviewed on an individual case basis, and require approval by the appropriate Field Services Manager in charge of the zone from which the request originated.

Exception Process:

To be considered for an exception, the individual and VR counselor should first seek approval from the Regional Manager. The Regional Manager shall submit the request for the exception in writing to the Field Services Manager. The request must include:

1. A description of the requested exception.
2. Detailed reasons why the individual, VR counselor and manager believe the exception is warranted.

The Field Services Manager will have ten (10) days from the date of receipt of the request to make a decision. The VR counselor should be careful to explain to the participant prior to submission that just because s/he requests an exception does not guarantee that it will be approved. If the request is approved, written notification will be sent to the Regional Manager and this will be placed in the case file.

The Field Services Manager reserves the right to deny any request.

If a request for exception is denied, the individual must be informed of the reason why and of his/her right to appeal the decision within ten (10) days of notification of the denial.

Reasons for Exception:

The items listed below are not all inclusive, but do contain the major reasons that will be considered in determining if an exception to policy will be granted. Financial need alone is not always sufficient grounds for asking for an exception. While an individual may present one or more of these reasons for an exception, VR counselors should use discretion in requesting an exception. It is sometimes the nature and scope of the reason and not the number of reasons that may justify the exception.

1. The need is disability related.
2. The participant has used all sources available; including his/her own financial contribution, as well as all available Federal Financial Aid in post-secondary training situations, insurance, Medicaid, Medicare and other resources typically used by persons without disabilities.



3. Family issues such as legal separation, divorce or loss of income make resources unavailable.
4. Service is not available in certain geographical locations of the state within the Payment Policy maximums.

12.3 Counseling, Guidance, and Work-Related Placement Services for Individuals with Disabilities, including Rehabilitation Services that address Disability related Barriers to Employment, Job Search Assistance, Placement Assistance, Job Retention Services, and Follow-up

Idaho Division of Vocational Rehabilitation (IDVR) recognizes that vocational counseling and guidance is the key element in the rehabilitation process in that it is the method of involving the participant and significant others in that process. It begins when the individual contacts the agency and does not end until closure as successfully rehabilitated or through to the completion of the post-employment period.

Vocational counseling and guidance, including referral and placement, are essential VR services provided by the VR counselor throughout the rehabilitation process. This is the *primary service* in the VR plan.

Counseling, guidance and placement should be an integral part of every IPE regardless of other services because it is the best method of coordinating services and maintaining a good working relationship with the participant. This is also the medium used by the counselor to facilitate participant input. The VR counselor gathers the necessary information for providing vocational counseling and guidance services from a wide variety of sources, including, but not limited to:

- A. Medical and psychological information.
- B. Vocational evaluation information including labor market information, job analysis, aptitude and interest information, situational assessments and trial work experiences.
- C. Analysis of transferable skills.
- D. Rehabilitation technology, including rehabilitation engineering.

Counseling will address vocational and personal adjustment issues that are creating barriers to the participant obtaining and maintaining employment.

Counseling will be provided in a respectful manner encompassing the core conditions of helping. These will include unconditional positive regard, genuineness and congruence. Counselors will always maintain a professional demeanor and not allow counseling



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issues to become personal. Counselors are to follow the canons of ethical behavior and practice outlined by the Commission on Rehabilitation Counselor Certification (CRCC) Code of Ethics.

Counseling services must be provided in every case but will vary depending on the needs and complexities of each individual participant. Frequency of guidance and counseling contacts is determined at plan development and included on the IPE. Case notes will reflect contact and content of meetings. *A monthly summary of guidance and counseling activities is the agency "best practice" norm for recording progress.*

12.4 Physical and Mental Restoration Services

These are services *necessary* to correct or to modify substantially a physical or mental condition of an individual that is stable or slowly progressive. *Before medical restoration is provided, there must be documentation that the clinical status of the individual is stable or slowly progressive and the service is a requirement for the individual's successful employment. The medical consultant shall review the record to insure the adequacy of medical information, advise on the service requirement, educate the counselor on the procedure and required follow-up, and provide any necessary liaison with the medical community.*

Remember: IDVR may provide physical and mental restoration services, to the extent that financial aid is not available from a source such as personal health insurance or comparable services/benefits such as Medicaid or Medicare. (See Section 12.2, Subcategory #25 "Typical Exclusions" "e. Physical and Mental Restoration Services").

Current maximum financial contributions by IDVR for *italicized services* can be found in the "Payment Policy" section 12.2 of the Manual. For all other services listed below, IDVR will pay the prevailing "Usual and Customary" charges after a comprehensive assessment of potential or available comparable benefits and resources has been conducted.

12.4.1 Concurrent Illness Service: Services necessary to assist with acute treatment or care for a condition arising during rehabilitation and constituting a barrier to achievement of an employment outcome. Comparable benefits will always be explored prior to authorization of this service. *The medical consultant should always be utilized to determine the medical rationale for such services.*

12.4.2 Prosthetics/Orthotic Devices: When the agency purchases an assistive technology device, such as hearing aides, prosthetic/orthotic equipment it is important that the counselor stipulate on the IPE the personal financial responsibility that the individual must assume for maintenance and future modification or replacement needs. Guidance should be provided in assisting the individual to understand the need for budgeting finances for that specific purpose.

12.5 Vocational and other training services, including:

12.5.1 Disability related services and on-the-job supports.

Disability related services – include, but are not limited to, orientation and mobility; rehabilitation technology; speech reading; sign language; and cognitive training/retaining.

On-the-job-supports – support services provided to an individual who has been placed in employment in order to stabilize the placement and enhance job retention. Such services include job coaching, follow-up and follow-along, and job retention services.

12.5.2 Post-Secondary Training - if comparable programs exist at both public and private schools, IDVR will pay a limited amount up to the amount of the tuition cap set for the public-supported program.

Post-Secondary training is provided when necessary to achieve an employment objective that reflects the individual's interests and informed choice to the extent that those factors are consistent with an individual's strengths, resources, priorities, concerns, capabilities and abilities. IDVR may support graduate study when the individual's employment objective is otherwise unachievable.

Prior to providing post-secondary training, comparable benefits shall be determined. The individual is required to complete and submit for processing the Free Application for Federal Student Assistance (FAFSA). The resulting Student Aid Report (SAR) and Financial Aid Award Letter will determine the federal grant awards available that are to be applied to tuition, books and fees. Proof of financial award status *is required to be placed* into the record of services for all individuals sponsored in post secondary education by IDVR. Examples of proof include the SAR, Financial Aid Award Letter or Post Secondary Institution Student Budget, Compromise and Release documents from Worker's Compensation.

All Federal (PELL, SEOG, SSIG, LEAP) and Native Corporation Grants are to be applied to tuition, books and fees as a 1st dollar source, prior to the consideration of expenditures of IDVR funds. Merit based funding may be applied to any legitimate college costs as determined by the individual, with no comparable benefit test required.

Shared funding will be negotiated with federal, state or local partner agencies (VA, WIA, Tribal Vocational Rehabilitation, Worker's Compensation, etc.) to carry out a joint vocational plan to provide services to individuals.

The FAFSA Expected Family Contribution, Student Contribution, Work Study and other grants must be considered in meeting the financial needs of the individual's post secondary education to the maximum extent possible.

Participants are required to make application for FAFSA whether or not they believe



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they are eligible for funding. *This process should occur along with the verification of determination of eligibility/ineligibility for financial aid prior to IDVR developing an Individualized Plan of Employment (IPE) and participating in financial assistance for a post-secondary education.*

12.5.3 Out of State Training

Out-of-State Colleges, Universities, Vocational Technical Schools and Other Education and Training Institutions.

- a. If the VR client must attend an out-of-state institution because the course of study is not offered within the state of Idaho then VR can pay the “usual and customary” charges for fees and tuition.
- b. If the course of study is offered in-state, but because of the additional costs caused by the accommodation for disability, it would be more cost effective for the agency to have the client attend the out of state educational institute, then VR may pay the usual and customary tuition charges for the out of state educational institution.

This must be addressed by the VRC in the interest of informed client choice in the initial vocational guidance and counseling.

- c. If the client chooses to attend an out-of-state institution when comparable training is clearly available in the state, then VR will only pay the Idaho in-state maximum cost (fees and tuition).

12.5.4 Advanced Degree

The Idaho Division of Vocational Rehabilitation may assist with an advanced degree, based on the rehabilitation needs of the individual. In order to support an additional degree, it must be demonstrated that the individual is unable to achieve an employment outcome that is consistent with the individual's strengths, abilities, capabilities and economic needs based upon existing academic credentials.

Progress Measures

Individuals must maintain a grade point average that meets the school's academic requirements (minimum 2.5 GPA or “C” Average) and must demonstrate timely progress towards meeting the goal of the IPE. If the individual is placed on academic probation, s/he has one grading period in which to attain good standing. IDVR sponsorship will terminate after that grading period unless the individual achieves good standing.

If a participant does not pass a course(s) or withdraws following the designated drop period for the post secondary institution, s/he is responsible to cover costs to repeat the course(s). *This understanding should be documented on the IPE that supports the training services.*

If a participant takes an incomplete, s/he is responsible to complete the course(s) as



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designated by the institution and may be responsible to pay for the repeat of the course(s) *based upon whether or not active participation in the original coursework was demonstrated as agreed upon in the IPE. Disability-related interruptions will serve as justification for an incomplete, but should be carefully assessed to determine the feasibility of extending a particular program.* If a participant is unable to complete a course(s) due to a disability related issue, IDVR may assist in coordinating with the institution to resolve the matter (examples: finances, withdrawals, incompletes, etc.).

Expulsion from a post secondary program for academic dishonesty will result in IDVR sponsorship being terminated for continued post secondary education.

Loan Defaults

VR funds may not be utilized to pay for post secondary education if an individual has defaulted on a state or federal student loan. If a good faith effort is being made, as determined by the National Clearinghouse, VR funding may be available. The University or College Financial Aid office may be able to assist in unusual circumstances. Additional information can be obtained toll free from the Financial Aid Ombudsman office at 1-877-557-2572.

Loan Deferment

Consumers may be eligible for temporary suspension of loan payments during specific conditions such as returning to school, unemployment, disability or military service. Additional information may be sought through the Financial Aid Offices at the in-state universities.

12.5.5 Benefits Counseling - Services may include a profile of individual's benefit and employment status, analysis/consultation of the potential impact of employment alternative and use of work incentives on benefit status and consideration of available work incentives. All social security recipients should receive benefits counseling services.

12.5.6 On-the-job training (OJT) - On-the-job training requires the completion and signing of the IDVR OJT Agreement between the individual, counselor, and employer, which states the hourly wage, responsibility for Workers' Compensation coverage and any other conditions of employment. IDVR pays a training fee for OJT, not reimbursement of wages.

OJT AGREEMENT

Vocational Rehabilitation and _____ agree to the following contract
(employer)
for training of _____. Training will be directed toward employment goal of
(client)
_____.

1. VR will reimburse employer for training costs in the amount of \$_____ per month for _____ months or on a decreasing scale as follows: _____. OJT will begin _____.
2. If training ceases before training contract ends, payments will be made only for the actual time training is provided.
3. Progress reports will be completed monthly by the trainer/employer.
4. Satisfactory progress by the client will result in consideration for employment at completion of training.
5. Neither VR nor trainer/employer will discriminate on basis of sex, race, color, creed, home of national origin, age, disabling condition or veteran status.
6. This agreement may be terminated by notification at any time by either the trainer/employer or Vocational Rehabilitation.

Vocational Rehabilitation Counselor

Trainer/Employer

Date

Date

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ON-THE-JOB TRAINING REVIEW

EMPLOYEE: _____ JOB TITLE: _____

DATE: _____

EMPLOYER: _____ WAGE: _____

Review Period: _____ to _____ (Check one box on each line)

Ability to do assigned work ☐ Exceptional ☐ Good ☐ Satisfactory ☐ Lacking ☐ Poor

Knowledge of work ☐ Exceptional ☐ Good ☐ Satisfactory ☐ Lacking ☐ Poor

Accuracy ☐ Exceptional ☐ Good ☐ Satisfactory ☐ Lacking ☐ Poor

Speed ☐ Exceptional ☐ Good ☐ Satisfactory ☐ Lacking ☐ Poor

Attitude toward work ☐ Exceptional ☐ Good ☐ Satisfactory ☐ Lacking ☐ Poor

Ability to learn ☐ Exceptional ☐ Good ☐ Satisfactory ☐ Lacking ☐ Poor

Initiative ☐ Exceptional ☐ Good ☐ Satisfactory ☐ Lacking ☐ Poor

Reliability ☐ Exceptional ☐ Good ☐ Satisfactory ☐ Lacking ☐ Poor

Conduct ☐ Exceptional ☐ Good ☐ Satisfactory ☐ Lacking ☐ Poor

Relation with other workers ☐ Exceptional ☐ Good ☐ Satisfactory ☐ Lacking ☐ Poor

Comments:

Signature and Title of person completing evaluation

Signature of Employee/Trainee

12.6 Job Placement of Participants

VR counselors should regularly visit employers to keep current with common business practices, employer expectations, essential functions, local trends, and opportunities for employment. Developing effective ongoing relationships with employers is essential to good planning and positive employment outcomes. VR Counselors can create a demand for individuals with disabilities by marketing specific business gains or advantages that can result from IDVR services.

Individuals who are able to conduct their own job search and placement activities should determine the level of involvement they desire from the VR Counselor. VR Counselors may be able to assist participants by teaching them skills in communication and presentation; as well as skills associated with gaining access to and using information. Introducing consumers to specific individuals/programs at job centers may be appropriate.

Some individuals may choose to seek employment through private employment/staffing agencies. Nationally, employers are increasingly obtaining both their temporary and permanent employees in this manner. In addition to placement services, these agencies may provide an assessment of the consumer's skill level or readiness for work. Employers generally pay the staffing agency fees. *Neither participants nor IDVR should pay fees to private employment agencies.*

12.6.1 Community Rehabilitation Providers (CRPs) may be used to identify or carve out positions for those individuals who cannot successfully compete in the open job market. When subcontracting this service, VR counselors must ensure that quality employment outcomes, as defined on the participant's IPE are being provided. The employment outcome should be consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and be the informed choice of the individual. To the maximum extent appropriate, the job placement should be in an integrated setting. Potential employers contacted by the CRP should be informed of their contractual relationship with IDVR. Ideally, the VR Counselor should meet with the potential employer, preferably on the job site, to negotiate the actual placement and to describe the role of the CRP as related to the particular participant.

If services are contracted out to a CRP:

1. The participant and VR counselor will review the available list of CRP vendors and the services offered by each and will make a selection. This process should be noted as "consumer choice" when documenting the choice of the CRP vendor and services to be provided. The participant will sign an information release form authorizing communication between the selected vendor and IDVR.
2. The participant and VR counselor will contact the CRP to discuss required services, negotiate and agree upon time frames and costs.
3. The VR counselor will submit referral information (a fully completed referral form

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outlining all pertinent medical/psychological data, any felony history, and functional restrictions) and authorization to the CRP.

4. The VR counselor will always maintain contact with the participant during referral to a CRP and while receiving services.
5. The individual, VR counselor and CRP will mutually agree upon frequency of contacts to monitor progress, quality and duration of services provided.
6. The VR counselor will maintain contact with the participant and employer at the job site either through personal contact or delegated contact by the vocational counselor assistant (VRA) unless the individual specifically requests that contact be maintained off the work site..

12.6.2 Worker's Compensation Liability

Employers should be educated with regard to the fact that a person eligible for vocational rehabilitation services under ID. Title 33, Chapter 23, Idaho Code and the Administrative Rules of IDVR, who is placed with an employer through the authorized services of a CRP for community-based evaluation, community-based work adjustment or community supported employment (CSE) training is covered for liability purposes through the Worker's Compensation Insurance carried by the CRP unless an actual participant has actually been hired by a targeted employer prior to the provision of authorized services.

12.7 Schedule A Appointing Authority in the Federal Government

5 CFR 213.3102 (t) (mental retardation), (u) (severe physical disabilities), and (gg) (psychiatric disabilities) are combined into one streamlined authority, 5 CFR 213.3102 (u). This authority is used to appoint persons who are certified that they are at a severe disadvantage in obtaining employment because of disrupted employment due to hospitalization or outpatient treatment for the severe disabilities listed above.

Appointment and Certification Process

This certification to the Federal Government is a significant determination. Prior to issuing the certification the counselor shall visit the proposed worksite. The purpose of the visit is to assess the participant's need for assistive technology, and other vocational rehabilitation services that will enhance the participant's success in federal employment. Close follow-up with both the participant and employer is absolutely essential during the initial months of job placement. Careful and thoughtful job match of participants to federal employment will increase the likelihood that the participant will maintain employment.

The Division of Vocational Rehabilitation will not contract for job placement services with a community service provider to complete any of the above activities related to certification of placement through a Schedule A appointment.



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The certification CAN be accomplished in two steps. The first step is a letter from the state VR counselor certifying that the individual experiences a significant disability and is eligible for appointment under this appointment authority. This type of certification is sufficient for an applicant to be considered for any job.

The second certification is completed when a participant has been tentatively selected for the position. The second letter must state that the VR counselor has evaluated the job tasks and determined the applicant is able to perform the essential duties of the position. The letter also must state what reasonable accommodation, if any are sought.

The designated Federal Human Resource Manager and/or alternative hiring authority for all positions participants apply for will request the certification of the participants eligibly for special appointment.

The VR counselor is one of an expanded list of accepted entities who can certify job readiness for a federal job assignment. The certification is written in letter format and must verify that the applicant has a severe disability and is, therefore, eligible for this non-competitive appointment authority.

The following web link will provide further clarification regarding the Schedule A hiring authority as well as provide direct links to the Federal Register and the Office of Personnel Management (OPM):

http://www.opm.gov/disability/appointment_disabilities.asp

12.8 Alternative Hire Process for Employment with State Government

Within the IDAPA rules (15.04.01) of the Division of Human Resources and Idaho Personnel Commission exists the provisions and protocol entitled: 097 "Alternative Examination Process for Persons with Disabilities". Under this rule:

1. The VR counselor determines the need for the Alternative Hire process by documenting that the participant cannot competitively compete for the job due to a disability(ies).
2. The VR counselor determines that the individual meets the criteria for the alternative hire program.
 - Disability limits one or more functional areas
 - The individual meets the qualifications of the class.
 - The individual lacks competitiveness in the normal hiring process due to disability.
3. Complete the Application for the Alternative Hire Program Form. Include a letter to DHR explaining why the participant cannot compete through the normal examination

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process due to his/her disability. The examination process includes application, testing and interviewing.

4. Staff the case with the Regional Manager for approval. Subsequently forward the application to the VR Administrator for final approval.
5. IDVR Administrator approves/disapproves. If approved, the application will be forwarded to the Administrator of the Division of Human Resources for final review.
6. VR counselor proceeds with the alternative hiring process to the hiring authority.
7. After the individual is hired, the VR counselor will monitor progress on the job. If the placement is unsuccessful, the VR counselor will withdraw the individual from the job and develop another employment strategy if appropriate.

NOTE: The VR counselor will utilize the “Alternative Hire Application” and will follow the Alternative Hire Administrative Process (located under VR Intranet/Field Services/Other Forms).

12.9 Self-Employment Policy

Introduction:

The primary goal of the Idaho Division of Vocational Rehabilitation (IDVR) is to assist the participant in attaining a suitable competitive employment outcome that results in financial self-sufficiency. Self-Employment is one of the occupational options that may be considered to assist the participant in selecting a vocational goal.

The impediment created by the participant’s disability must be addressed in the overall comprehensive assessment leading up to Individualized Plan of Employment (IPE).

The successful self-employment enterprise is operated by a participant who can demonstrate an array of skills and abilities, including organization, business and financial management, marketing and other talents, as well as, knowledge and expertise in the goods or services being produced. It is essential that the participant is well informed of potential risks and that efforts are made to minimize those risks, to the greatest extent possible.

A vocational evaluation/career exploration may be used as a method of assisting the participant and VR counselor in deciding if self-employment is a possible viable option. Vocational evaluators have a variety of instruments, work samples, inventories and other strategies to use in providing feedback and information related to self-employment.

There may be a need for VR services prior to a commitment from IDVR on a self-employment plan. It could be appropriate for IDVR to assist an individual in services,



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such as training needed for certain skills or business knowledge before the decision is made by the individual and counselor to pursue the development of a business plan.

IDVR values self-employment as a viable vocational outcome. Self-employment is presented by the VR counselor within the repertoire of vocational options and may be considered by participants and VR counselors as they work toward the development of an appropriate vocational goal.

Through initial exploration of personal and business feasibility assessment, participants and their VR counselors will be equipped to make an informed decision about self-employment as vocational goal. Through training, technical assistance, financial assistance, and post start-up monitoring, participants will have support necessary to become self-employed.

Definitions

For the purposes of this policy, the following definitions apply:

1. *Self-employment* - refers to an employment outcome in which an individual works in a business that s/he owns, operates, and manages with the intention of being profitable and becoming self-sufficient
2. *Supplemental Self-employment* – refers to an employment outcome in which an individual works in a business that s/he owns, operates, and manages with the intention of being profitable but only as a supplement to other sources of income including Social Security benefits
3. *Form of Organization* – refers to the way the individual legally organizes the business
 - a. *Sole Proprietorship* - one person who owns the business alone, but may have employees. S/he will have unlimited liability for all debts of the business, and the income or loss from the business will be reported on his or her personal income tax return along with all other income and expense s/he normally reports (although it will be on a separate schedule)
 - b. *Corporation* – requires a legal filing with the Internal Revenue Service for corporate status. Corporate organization provides limited liability for the investors. Shareholders in a corporation are obligated for the debts of the corporation; creditors can look only to the corporation's assets for payment. The corporation files its own tax return and pays taxes on its income.
 - Individuals who legally organize their businesses as a corporation, and are employed by their corporation may be eligible while in the start up phase of operations.
 - c. *General and Limited Partnerships* – two or more individuals, one of which is a participant of IDVR with the controlling share (see Eligibility).
 - d. *Limited Liability Company* - limited liability for all of its members (business partners), with the IDVR participant as the controlling member.

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4. *Hobby* – individuals identifying business-related goals that indicate a business activity that is:
 - e. Operated for recreation and/or pleasure.
 - f. Not projected to be profitable.
 - g. Not seeking profitability.
 - h. Neither operating nor carrying on activity in a business-like manner.
 - i. Not depending on activity for livelihood.

Eligibility Requirements

Participation in self-employment or supplemental self-employment as a vocational goal requires that:

1. The business venture is, at a minimum, 51% owned, controlled and managed by the IDVR participant.
 - Businesses organized as Sole Proprietorships, Corporations, General and Limited Partnerships, and Limited Liability Companies, as noted in Definitions-Forms of Organization.
2. The business venture is considered legal in Idaho as defined by the Idaho Attorney General.
3. The business venture is accurately reported to appropriate government agencies. including the Internal Revenue Service and Idaho State Tax Commission or other states bordering Idaho.
4. The business venture is organized as a for-profit entity.

Role of IDVR:

When working with individuals expressing an interest in self-employment or supplemental self-employment, the primary role of IDVR is to:

- Provide relevant information regarding the availability of self-employment services supported by the agency.
- Assess the individual's disability as it relates to the self-employment goal.
- Reduce or eliminate barriers to self-employment created by the disability.
- Authorize for the provision of external technical assistance including, but not limited to, business feasibility, training, business planning, and post start-up monitoring.
- Assist in identifying resources for the capitalization of the business plan.

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- Coordinate training and technical assistance services.
- Provide technical assistance as deemed appropriate at post start up of the business.
- Monitor business development at post start up.

Role of the Participant:

Exercising informed choice in the rehabilitation process has attendant responsibilities for the participant. These responsibilities include, but are not limited to:

- Determining the concept of the business.
- Participating in the assessment process.
- Exploring the feasibility of the business venture by conducting research and gathering information, in collaboration with the technical assistance provider, related to the business concept, market feasibility, and financial feasibility.
- Researching the availability of financial resources.
- Contributing financially to the capitalization of the business venture by utilizing all available financial resources available including microloans, commercial and consumer loans, loans from family, forgivable loans, equity grants, and personal property (inventory and equipment) essential to the operation of the business.
- Assisting in the identification of existing and potential barriers created by the disability.
- Developing skills and abilities necessary to operate and sustain the business venture.
- Business implementation and management.
- Providing regular financial documentation to the agency for post start up monitoring.
- Fulfilling participation in the business start up as noted in the Individualized Plan of Employment (IPE).

Self-Employment Process

The case record will reflect the following self-employment process:

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1. Assessment of participant's Readiness for Considering Self-Employment and Supplemental Self-Employment, includes:
 - a. Evaluation of the individual's interests, skills, aptitudes and personal qualities as they relate to self-employment. This may include a) use of data gathering instruments, and b) formal vocational assessment to the degree necessary to ensure the individual has the basic skills necessary to operate and manage a small business.
 - b. The individual has attended the training session entitled "Exploring Entrepreneurship" to affirm advantages and disadvantages of business ownership, explore preparedness from a personal perspective, assess skills related to the business venture, and explain IDVR guidelines for receiving technical and financial assistance for business development.
 - c. Examination of the individual's financial goals related to self-employment or supplemental self-employment should include consideration of issues such as terminating government benefits, supplementing family income versus primary source of support, and earning sufficient funds to maintain competitive employment standards.
 - d. The individual's expectations relative to the financial support s/he anticipates/expects from IDVR should be discussed at the onset. It is important that the participant understands that *IDVR will not be the sole source of start up capitalization and that any funding allocated to the start up of the business will be consistent with IDVR policy related to financial participation.*
2. Assess the participant's disability as it relates to the self-employment goal:
 - a. Ensure the viability of self-employment as it relates to the individuals disability. This may require consultation with medical and/or psychological service providers that have been treating the individual. If clear information is not available reflecting the participant's ability to handle the physical, mental/emotional, and cognitive aspects of the business venture, additional assessments, such as a functional capacity evaluation, an assessment of cognitive skills and abilities, mental status evaluations, and work site analysis, should be pursued as appropriate.
3. Assess the Feasibility of the Business:
 - a. Participants will be referred to outside resources for assistance in examining the concept, market and financial feasibility of the business. Examples of resources may include: The Abilities Fund, the Idaho Small Business Development Centers, Bonner Business Center in Sandpoint, META and Sage Community Resources Program in Boise, and other local/regional microenterprise organizations and community economic development programs. If the business idea is deemed feasible, the information developed at this stage will provide some of the basic data that will be used in completing the Business Plan to be written later.

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Testing the feasibility of the business idea should be formalized through a written Feasibility Assessment documenting the following:

- **Concept Feasibility:** Clear description of the business idea; individual's background related to the business concept including education, training, direct experience and transferable skill sets; a summary statement identifying issues of concern regarding the feasibility of the concept; and a recommendation as to whether the business concept is feasible.
- **Market Feasibility:** Geographic description of market area; description of competitors working in or marketing to potential customers in geographic area; definition of target markets including size and scope of each market; zoning issues/requirements for establishing a business at intended location.
- **Financial Feasibility:** Capitalization requirements (start up funding not to exceed 6 months) consistent with the individual's business concept; identification of resources for start up funding and ongoing capitalization. Twelve months of projected sales/expenses may be included, when appropriate.

4. Participant Training and Technical Assistance:

- a. All individuals will be expected to attend training, when available, and participate in technical assistance services related to self-employment and supplemental self-employment. This could include options such as training and technical assistance from: The Abilities Fund, the Idaho Small Business Development Centers, local/regional microenterprise development service providers such as Bonner Business Center in Sandpoint, META, and Sage Community Resources Program in Boise, and other local/regional microenterprise organizations and community economic development programs, consisting of subjects such as exploring entrepreneurship, small business development, business plan development, small business management, accounting for business, and business financing. *Exceptions to the above requirement may be made with supervisory approval in limited circumstances such as:*
 - At the time the individual establishes self-employment or supplemental self-employment as a vocational goal, the individual has completed a positive feasibility assessment, a business plan including the Participant Business Plan Checklist. In this case, the counselor will complete the Counselor Business Plan Checklist and then proceed with actions required for consideration of financial assistance.
- b. Individuals may require business specific skill training to eliminate skill gaps or prepare for the operation of the business. This could include coursework such as accounting/bookkeeping, using computers in business, human resources in business, etc. Skill-building courses should be noted in the IPE as necessary.

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5. Business Plan Development:

The Business Plan is viewed as an essential element in any business venture and will be the document used by IDVR, banks, micro lenders and other funding organizations to determine whether or not to participate in capitalizing the business venture.

- a. A comprehensive Business Plan will be required for all participants, regardless of their goal of self-employment or supplemental self-employment, as they request financial assistance for a business venture. The content for a comprehensive Business Plan is defined in the Participant Business Plan Checklist (see Attachment 1). Participants should use the Participant Business Plan Check List as a guide for preparing the business plan to ensure that all the critical areas are addressed.
- b. The individual will prepare the Business Plan with external technical assistance from a service provider experienced in business plan development.
- c. Benefits counseling will be provided with a focus on the projected impact of revenues and expenses as noted in the Business Plan.

6. Explore and Apply for Resources Available From Other Sources:

IDVR participants pursuing self-employment and supplemental self-employment *are required to explore, and when appropriate, apply for funding from sources other than IDVR*. These may include microloans, commercial and consumer loans, loans from family, forgivable loans, equity grants, and work incentives for Social Security recipients including Plans to Achieve Self Support (PASS) and personal property (inventory and equipment) essential to the operation of the business (PESS).

7. Review of Business Plans for Funding Consideration:

The individual's goal toward self sufficiency and the level of the agency's financial participation in the start up capitalization of the business will determine the level of review and approval required.

- a. The counselor will review the plan for completeness according to the Counselor's Business Plan Checklist (Attachment 2);
- b. When the individual's vocational goal is supplemental self-employment (not seeking self sufficiency), the counselor may approve the Business Plan for financial assistance up to \$2,500. Financial participation by the individual is not required. A cap of \$3,500 in IDVR support will be established for supplemental self-employment strategies. The individual must contribute all costs beyond the \$3,500. It is not necessary to assemble a self-employment team for this strategy.

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- c. When the individual's vocational goal is self-employment (seeking self sufficiency), and his/her request does not exceed \$2,500, the counselor may approve the Business Plan for financial assistance.
- When the request for financial assistance exceeds \$2,501, Business Plan review and approval by a Self-Employment Team will be required. The Self-Employment team will include the counselor, area supervisor, and at least one outside consultant/business development organization with experience in business development and/or business finance. The Counselor's Business Plan Checklist (Attachment 2) will determine the completeness of the Business Plan.
- d. In cases where feasibility of the plan is in question as it relates to the funding request, IDVR may have the Business Plan reviewed by an outside resource with expertise in small business, micro enterprise development and/or business finance.

Note: The recommendation of the outside resource will contribute to, but not define, the agency's final determination as to business feasibility. When an outside resource is used to contribute to the final determination, final funding approval will rest with the Supervisor and will be dependent on a variety of factors including, but not limited to:

- Total start up costs.
 - Feasibility of the Business Plan in all aspects.
 - Potential for other financial resources, and
 - Availability of agency funds.
- e. Process for Review by Self-Employment Team
- The counselor will review the Business Plan, complete the Counselor's Business Plan Checklist, and notate the IDVR participant's file as appropriate.
 - When warranted, the counselor will coordinate the Self-Employment Team, including determining who will participate as the outside consultant/business development organization. A Participant Release of Information will be obtained from the individual and will be submitted as part of the Business Plan review package.
 - The counselor will distribute the Business Plan review package to the Self-Employment Team and schedule the review.
 - The Self Employment Team will convene and conduct its review within fifteen (15) working days of receiving the Business Plan review package.
 - The Self Employment Team will provide an opportunity for the participant, or a designated representative, to present information about the Business Plan.
 - The panel will review the Business Plan in terms of its feasibility, offer suggestions for improvement if necessary, and make recommendations for approval or disapproval.
 - The review panel will provide a written response with recommendations to the

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individual within ten (10) working days of their review.

Individual Plan for Employment

The IPE or IPE Amendment will be developed after the comprehensive assessment is completed and before development of a Business Plan is initiated.

- a. As part of the comprehensive assessment, training and technical assistance, activities will occur such as training workshops and/or seminars focused on self-employment issues, feasibility assessment development, and other exploratory or preparatory activities that contribute to determining business feasibility prior to Business Plan (**Note:** If an IPE is in place at the time self-employment is determined as the vocational goal, an IPE Amendment may be developed).
- b. An IPE/IPE Amendment should be initiated at the point in time that the business feasibility has been established and before technical assistance for Business Plan development is authorized. The IPE/IPE Amendment would include the specific services to be provided for Business Planning.
- c. Upon review of the Business Plan for financial assistance, the IPE should be amended to reflect the approved financial assistance and technical assistance plan for monitoring the business post start up. Benchmarks for case closure will be included in the IPE at this point.

Financial Participation Requirements

For those individuals pursuing self-sufficiency through self-employment, they will be required to participate in the start up capitalization of the business through documented investment of funds from microloans; commercial and consumer loans; loans from family; forgivable loans; equity grants; and equipment critical to the business operation, inventory, and preparation of the business location valued at market rate (sweat equity) including, but not limited to, painting, cleaning, and general business site preparation activities.

- a. In consideration of the business start up capitalization noted in the Business Plan, financial participation by IDVR and participant is as follows:

<u>Business Capitalization</u>	<u>IDVR Financial Assistance</u>	<u>Client Participation</u>
Under \$2,500	100%	0%
\$2,501 to \$5,000	80% of start up capital	20%
\$5,001 to \$7,500	70% of start up capital	30%
\$7,501 to \$10,000	60% of start up capital	40%
\$10,001	50% of start up capital	50%



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- b. Financial participation will not be required for IDVR investment in:
- Training and technical assistance
 - Accommodations necessitated by the individual's disability in order to participate in training, technical assistance or in consideration of financial assistance

Limitations and Restrictions

Financial assistance for business start up capitalization does not include:

1. Funding for speculative real estate development.
2. Utility deposits that are refundable to the individual or business.
3. Cash.
4. Salary or benefits for the individual, partners in ownership, or employees of the business that are members of the participant's immediate family.
5. Purchase of real estate.
6. Erection of buildings.
7. Inventory or business supplies that include tobacco, firearms or alcoholic beverages.
8. Refinancing of existing debt – business or personal.
9. Business continuation expenses subsequent to the initial startup costs.

Exceptions

If the counselor determines that there are circumstances in an individual case that warrants consideration for an exception to financial participation policy, a full explanation with justification should be presented to the Supervisor for review and decision.

Case Closure and Follow-up

1. Benchmarks leading to consideration for case closure in self-employment include:
 - a. The business shows signs of stability as reflected in the business' financial records including profitability at a level consistent with the participant's definition

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of "Profitability Goal" as noted in the Participant Self Employment Checklist.

- b. The business has been operating for a period of time long enough to adequately assess the stability of the business. A minimum of six months and a maximum of one year are recommended.
 - c. All services agreed to in the IPE have been provided.
 - d. The Individual agrees with the counselor's recommendation to close the case.
2. Benchmarks leading to consideration for case closure in supplemental self-employment include:
- a. The business shows signs of stability as reflected in the business' financial records and is contributing to the individual's income as indicated by goal noted in the IPE.
 - b. The business has been operating for a period of time long enough to adequately assess the stability of the business. A minimum of six months and a maximum of one year are recommended.
 - c. All services agreed to in the IPE have been provided.
 - d. The individual agrees with the counselor's recommendation to close the case.
3. Property Agreements

Self-Employment Plans that include property purchased by the agency must designate that such property will be released to the client only after they have completed one successful year of business.

Client Checklist for Self Employment

The Client Checklist should accompany a completed business plan and be submitted to the IDVR Counselor for consideration of financial assistance

_____ **Description/dates of training and technical assistance for feasibility & business planning**

_____ **Copy of Feasibility Assessment**

_____ **Completed Business Plan that includes:**

Executive Summary: One to two page review of the business summarizing the most important points of the plan

- Business description
- Business objectives
- Form of organization
- *Product description*
- Summary of business owner's qualifications

Industry/Business Analysis: Analysis of the current status of the industry in which the business operates

- Definition (description of the economic sector that the industry occupies)
- Industry size and growth rate
- Key growth factors
- Analysis of industry in the geographic area where you will operate

Competition Analysis: Review of three to five direct competitors with a comparative analysis to your business

- Image
- Location
- Products & Services
- Pricing
- Advertising methods

Marketing Plan: Detail how business will identify, attract, and retain customers

- Customer profile: Comprehensive description of primary and secondary customer groups including the number of customers in market area
- Description of product attributes and why customers will want to purchase it
- Plan for distributing product (if applicable)
- Promotional schemes for initial 12 months of business
 - ✓ Low cost and no cost advertising
 - ✓ Buying advertising: Media type, frequency, intensity

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Management: Description of the management of the organization including position responsibilities, salary/wages

- Management organization chart
- Personnel

Financial Plan: Total business capitalization request with supporting documentation

- Source and use of all funds for business development
 - ✓ Total dollars needed to adequately capitalize business
 - ✓ Identify all resources (banks, microlenders, IDVR, etc) and confirm participation including personal financial participation
 - ✓ Details of how all capital will be used (what it will buy)
 - Specify use of “operating capital”
- Cash flow projection for 24 months
- Income/Expense projection for 2 years
- Projected business balance sheet for 2 years
- Break-even analysis
- Personal financial statement for business owner
- Personal financial statement(s) for all business principals

Supporting Documents: Documents that will strengthen the business plan. For example:

- Survey results
- Letters of commitment from funding sources
- Contracts
- Leases
- Letters of intent
- Sales agreements
- Resumes
- Personnel policies
- Job descriptions
- Credit report

Client Signature

Date

Counselor Checklist for Self Employment

_____ Case Summary Feasibility Statement by the Rehabilitation Counselor: Detail the participant's ability to pursue the proposed plan based on academic and personality assessments (if applicable) and client readiness for considering self employment and should include: evaluation of client's interest, skills, aptitude and personal qualities related to self employment; notation of participation in Exploring Entrepreneurship training or equivalent; examination of client's financial goals related to self employment; review of client's expectations to anticipated financial support from IDVR; assessment of client's disability as it relates to self employment goal.

\$_____ Business Start Up/Expansion Capitalization (total as presented in business plan)

\$_____ Financial Request to IDVR

Self Employment Team Review Needed: _____Yes _____No

_____ **Copy of Feasibility Assessment**

_____ **Completed Business Plan that includes:**

Executive Summary: One to two page review of the business summarizing the most important points of the plan

- Business description
- Business objectives
- Form of organization
- Product description
- Summary of business owner's qualifications

Industry/Business Analysis: Analysis of the current status of the industry in which the business operates

- Definition (description of the economic sector that the industry occupies)
- Industry size and growth rate
- Key growth factors
- Analysis of industry in the geographic area where you will operate

Competition Analysis: Review of three to five direct competitors with a comparative analysis to your business

- Image
- Location
- Products & Services
- Pricing
- Advertising methods

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Marketing Plan: Detail how business will identify, attract, and retain customers

- Customer profile: Comprehensive description of primary and secondary customer groups including the number of customers in market area
- Description of product attributes and why customers will want to purchase it
- Plan for distributing product (if applicable)
- Promotional schemes for initial 12 months of business
 - ✓ Low cost and no cost advertising
 - ✓ Buying advertising: Media type, frequency, intensity

Management: Description of the management of the organization including position responsibilities, salary/wages

- Management organization chart
- Personnel

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 - ✓ Details of how all capital will be used (what it will buy)
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For example:

- Survey results
- Letters of commitment from funding sources
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- Leases
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- Sales agreements
- Resumes
- Personnel policies
- Job descriptions
- Credit report

Counselor Signature

Date



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12.10 Interpreter Services and Note Taking Services

IDVR can provide interpreter services and note taking services for individuals who are deaf, including tactile interpreting for individuals who are deaf-blind; reader services, rehabilitation teaching services, note-taking services and orientation and mobility services for individuals who are blind; telecommunications, sensory and other technological aids and devices.

Note: *If the participant is enrolled in an academic/technical training program at an institution that receives federal financial support, the institution will be responsible for the provision of interpreter services within the classroom or formal training environment i.e., outside the classroom, but mandated or supported by the class curriculum. (A regional exception has been made at the Eastern Idaho Vocational Technical School based upon office space that is being provided to IDVR staff at that institution).*

12.11 Occupational Licenses, Tools, Equipment Initial Stocks and Supplies necessary in order to enter an Occupation

Based upon the participant's financial status, occupational licenses, tools and equipment, initial stocks and supplies may be purchased in order to adequately prepare the individual for a vocational outcome. *Private pilot's license will not be secured through the financial support of IDVR.*

IDVR will not purchase land or buildings for individuals with disabilities. IDVR retains the right to reclaim occupational tools and equipment purchased by the IDVR when the individual's IPE is not completed and/or the case is closed other than rehabilitated.

12.12 Supported Employment Services

Supported employment services may be provided to individuals with the most severe disabilities who require job site training and a variety of on going support services.

12.12.1 Supported employment is defined as follows:

- A. Competitive work (defined as payment of an hourly rate not less than minimum wage) in an integrated work setting (defined as an environment in which the individual engages in as much contact with co-workers or the non-disabled general public as any other non-disabled person working in that job would experience) with ongoing support services for individuals with the most severe disabilities for whom competitive employment:

- 1. Has not traditionally occurred; or

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2. Has been interrupted or intermittent as a result of severe disability; and
3. Who, because of the nature and severity of their disability(ies), need intensive supported employment services or extended services in order to be gainfully employed; or

B. Transitional employment for individuals with chronic mental illness.

12.12.2 Supported Employment Services:

- A. The specific supported employment services to be provided must be included as an objective of the IPE. A Gemini 20 (Referral for Extended Employment Services) must be sent to the appropriate IDVR Extended Employment Services Specialist (EESS), located either in Boise (208-287-6458) or Moscow, Idaho (208-883-8410).
- B. At a minimum, contact must be maintained between the service provider and participant twice per month, during the delivery of supported employment services. This contact may be at or away from the participant's place of work.
- C. Extended services may include the use of natural supports (family, friends, significant others, supervisors, co-workers) as needed.
- D. The source of extended services, or statement that a reasonable expectation exists that extended services will be available following the completion of IDVR supported services, is to be included on the IPE. If the source of funding is the Extended Employment Services' (EES) budget, the vocational counselor should procure a "Client Update Form" from the EESS stating that EES services have been authorized. The "Client Update Form" is generated by the CRP, sent to the EESS who will determine whether to authorize the service. A decision will be made and a hard copy submitted to the CRP and VR counselor for inclusion in the file.
- E. Supported employment is provided by IDVR for a period of time not to exceed 18 months, unless under special circumstances the participant and VR counselor agree to extend the time in order to achieve the rehabilitation objectives included on the IPE.
- F. Supported Employment services are intended to be short-term in duration with transition to an extended service (traditionally called "Long Term Support") that assists the participant to maintain employment.

12.12.3 Examples of Long Term Support Services in Idaho

Long term support services must be provided through an ongoing support plan using another agency, service provider or natural supports and developed in conjunction with or prior to closure.



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Employment for the purpose of Supported Employment must include:

- A. Integrated work to mean job sites where there is daily contact in the immediate work setting with other employees and/or the general public who are not disabled (or as much contact as any other employee in that same position would have with other employees and/or the general public who are not disabled - e.g., a night janitor, with or without disabilities, might not have much contact with anyone).

Supported Employment requires that no more than eight individuals with disabilities be clustered in an employment setting (enclave).

- B. Transitional employment services for persons with chronic mental illness means a series of temporary job placements in competitive work in an integrated work setting with on-going support services for individuals with chronic mental illness.
- C. Work that results in competitive earnings (no less than the prevailing state minimum wage).

Potential sources of extended services may include, but are not limited to the following:

Natural Supports:

Support from supervisors and co-workers occurring in the workplace to assist employees with disabilities to perform their jobs, including supports already provided by an employer for all employees. These natural supports may be both formal and/or informal, and include mentoring, supervision (ongoing feedback on job performance), training (learning a new job skill with a co-worker), and co-workers socializing with employees with disabilities at breaks or after work. Support provided by family, friends or significant others is also included within this definition.

Extended Employment Services: (IDAPA 47.01.02) Funds Managed by IDVR/EES. There are four eligibility categories:

- A. Developmental Disabilities: Eligibility determined by a Medicaid contracted Independent Assessment Provider (IAP) or EESS using the definition provided in section 66-402, Idaho Code.

Initial job placement and stabilization, and training are provided through IDVR Supported Employment (CSE) funds. The CRP provides the actual extended (long-term support) services funded by EES.

NOTE: EES funds cover sheltered employment in addition to long-term maintenance for Community Supported Employment.

- B. Mental Health: (Typically Schizophrenia, Major Mood Disorders, Borderline



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Personality Disorder, Delusional Disorder, Schizoaffective Disorder).

Initial job placement and stabilization, and training are provided through IDVR Community Supported Employment funds and the CRP provides extended services.

- C. Specific Learning Disability – determined by EESS based on DSM:IVR and school records.

Initial job placement and stabilization, and training are provided through IDVR Community Supported Employment funds and the CRP provides extended services funded by EES.

- D. Traumatic Brain Injury – determined by EESS using medical records provided by the vocational counselor. (Typically a traumatic incident rather than the result of a disease process).

Initial job placement and stabilization, and training are provided through IDVR Community Supported Employment funds and the CRP provides extended services funded by EES.

Medicaid:

- A. Developmental Disabilities – Adult DD or Idaho State School and Hospital (ISSH) Home and Community Based Services Medicaid Waiver (IDAPA 16.03.10.703.03). Eligibility for these waivers is determined by the Independent Assessment Providers (IAP) at the Idaho Center on Disability Evaluation.
- B. Mental Health – The category of services Medicaid may be billed for are:
- a. Pre-vocational skills.
 - b. Vocational skills training.
 - c. Case management services.

NOTE: EES lacks the information to confirm or deny these types of Medicaid funded services for individuals with mental health eligibility. There is a mental health waiver but it does not cover vocational services. Under the mental health waiver (IDAPA 16.03.10.125.03) “employment” is listed as an excluded service and is defined as “job specific interventions, job training, and job placement services, which includes helping the participant develop a resume, apply for a job, utilize job training or coaching” (07.01.06T).

12.12.4 Diagnostic and post employment services for all participants (including supported employment) are paid for using general program (Title 1) funds.

12.13 Post-Employment Services (PES)

An individual with a disability who had been previously rehabilitated may require additional services in order to maintain, advance in, or regain suitable employment. In order to qualify for this service strategy, the need must be based upon a disability previously documented in the eligibility determination section. Post-employment services require an amendment to the IPE (in Gemini under "Pages" there is a separate section dedicated to "post-employment services"). *In order to qualify for these services, the participant's vocational needs must be minor in scope (\$1,000 or less) and duration (6 months or less). This means the individual only needs relatively short-term services with minimal cost associated.* Individuals requiring multiple services over an extended period of time and/or a comprehensive/complex rehabilitation plan should be encouraged to reapply for the full-spectrum of VR services since their needs exceed the intent of post-employment services. Services can be provided at any time during the period in which a case record is maintained by the agency (5 years). Once the record is destroyed, a new case must be opened. **Note:** The intent of PES is to ensure that the employment outcome remains consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

12.14 Rehabilitation Technology Services

Rehabilitation technology services (assistive/adaptive technology) may be provided as compensatory strategies to increase, maintain, or improve functional capabilities of individuals with disabilities. Rehabilitation technology services may be provided at any time in the rehabilitation process, including the assessment for determining eligibility and vocational rehabilitation needs, extended evaluation, services provided under an IPE, and post employment services. Rehabilitation technology, including telecommunications, sensory, and other technological aids and devices are exempt from a determination of the availability of comparable services and benefits. *If, however, comparable services or benefits exist under any other program and are available to the individual, IDVR must use those resources to meet in whole or part, the costs of the vocational rehabilitation services.* (For further information, please review the series of comprehensive fact sheets provided by Idaho Assistive Technology Project located on the IDVR intranet web site. There are also direct links to the Idaho Assistive Technology Project web site at that location)

12.14.1 "Assistive technology service" means any service that directly assists an individual with a disability in the selection, acquisition, or use of an assistive technology device, including

- A. The evaluation of the needs of an individual;
- B. Purchasing, leasing, or otherwise providing for the acquisition by an individual with a disability of an assistive technology device;
- C. Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;

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- D. Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;
- E. Training or technical assistance for an individual with a disability.

12.14.2 An assistive technology device means any item, piece of equipment, or product system, whether acquired commercially off-the-shelf, modified, or customized that is used to increase, maintain, or improve the functional capabilities of an individual with a disability.

12.14.3 Vehicle modifications may be provided as an assistive technology device only when the applicant/individual is otherwise precluded from achieving a vocational objective.

1. In the event that a van requires modification. e.g., hand controls, lift installation, or structural revision, the cost of the modification cannot exceed the current N.A.D.A. Blue Book value of the vehicle. The participant must agree to maintain insurance on the vehicle for replacement costs of the modified equipment.
2. Any vehicle modification over \$3000 must include a minimum of two bids from approved vendors.
3. Recipients of a vehicular modification service must be regarded as *potentially job ready and capable of working on a competitive basis*. This will require a careful assessment by the VR counselor to ensure that the participant fully understands that vehicular modifications are tied directly to the capacity and willingness to complete a plan for employment and actively cooperate in acquiring competitive employment.
4. The participant must understand that a personal financial responsibility exists for the maintenance and replacement of the vehicle, as well as its future modification needs and adaptive equipment following case closure. This should always be stipulated within the IPE that outlines the vehicular modification.
5. Adaptive equipment items that are not documented as medically and/or vocationally necessary will be the responsibility of the individual.
6. In the event that a participant, through necessity, disposes a modified vehicle and subsequently requests IDVR assistance in funding modifications for a replacement vehicle, the individual must contribute the residual value of the disposed modifications toward the cost of the replacement modification. The VR counselor must ensure that a list of previously purchased equipment is appraised by a qualified vendor for residual value.
7. If a participant, when purchasing a new vehicle, is offered a cash

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reimbursement by a manufacturer to help cover the cost of modifications, the reimbursement will be used to reduce IDVR's cost for modifications. The rebate will be applied against the cost of the modifications regardless of obligations imposed by a Financial Needs Assessment. Such rebates are occasionally offered to individuals with disabilities and should be explored as a comparable benefit by the VR counselor and participant..

12.14.4 Housing modifications may be provided as a supportive service so the individual can benefit from a core vocational rehabilitation service provided under an IPE.

12.15 Supportive Services

- A. Maintenance is a funding provision designed to offset *identified additional costs incurred as a result of participating in a rehabilitation service* (expenses incurred by the individual while engaged in assessments required for determining eligibility or while receiving services under an IPE).

NOTE: Maintenance means monetary support provided to an individual for expenses, such as food, shelter, and clothing, that are in excess of the normal expenses of the individual and that are necessitated by the individual's participation in an assessment for determining eligibility and vocational rehabilitation needs or the individual's receipt of vocational rehabilitation services under an individualized plan for employment. (Ref: 34 CFR Part 361.5 (35).)

Counselors cannot pay maintenance for those existing living costs that an individual would normally incur regardless of the individual's participation in a plan of vocational rehabilitation services.

Maximum: \$1,500 total per federal fiscal year. No single monthly amount to exceed \$500. No limit on number of months up to the \$1,500 maximum.

These maximums also apply to Rent and Room & Board for post secondary education.

If the participant receives SSI or SSDI, VR cannot provide maintenance for basic living expenses.

- B. Transportation – is a reimbursement for identified travel and related expenses that are necessary to enable individuals to participate in a vocational rehabilitation service.

Participants and their families are expected to participate in the cost of their transportation expenses since in most cases vehicles are not used exclusively for

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rehabilitation activities.

1. Actual costs may be paid for taxi, buses, airplanes, etc.
 2. When using a privately owned vehicle, fuel assistance will be negotiated at IPE development. This depends upon actual transportation expenses for participation in rehabilitation services. Routine vehicle maintenance is not covered by IDVR.
 3. The VR counselor must take into account the following issues when confronted with a request from a participant to repair or modify a privately owned vehicle:
 - a. The overall condition and value of vehicle.
 - b. The extent of the repairs or modifications needed.
 - c. The availability of other appropriate transportation.
 - d. The necessity that the vehicle be used for work or training.
- C. Auto Insurance – A one-time authorization may be issued to purchase three months state required liability insurance. Insurance purposes must be directly related to the individual's attending work.

12.16 School Transition

The Idaho Division of Vocational Rehabilitation (IDVR) participates in student transition planning as outlined at 34 CFR 361.22 of the Rehabilitation Act Regulations. The Regulations require plans, policies, and procedures that provide for the development and approval on an individualized plan for employment as early as possible during the transition planning process but, at the latest, by the time each student who is determined to be eligible for vocational rehabilitation services leaves the school setting. The Act also provides for:

1. Consultation and technical assistance to educational agencies in planning for the transition of students with disabilities from school to post-school activities, including vocational rehabilitation
2. Transition planning by personnel of IDVR and the educational agency for students with disabilities that facilitates the development and completion of their Individualized Education Programs (IEP's) under section 604 (d) of the Individuals with Disabilities Education Act (IDEA);
3. The roles and responsibilities including financial responsibilities, of each agency; and
4. Procedures for outreach to and identification of students with disabilities who are in need of transition services. Outreach to these students should occur as early as possible during the transition planning process and must include, at a minimum, a description of the purpose of the vocational rehabilitation programs, eligibility requirements; application procedures, and scope of services that may be provided to eligible individuals.

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Both the Amendments of the Rehabilitation Act and the Individuals with Disabilities Education Act (IDEA) define transition services as a coordinated set of activities for a student designed within an oriented process that promotes movement from school to post-school activities including post-secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, and independent living or community participation. The coordinated set of activities shall be based upon the individual student's needs, taking into account the student's preferences and interests, and shall include instruction, community experiences, the development of employment and other post-school adult living objectives, and when appropriate, acquisition of daily living skills and functional vocational evaluation.

- Both the 1992 Amendments of the Rehabilitation Act and the Individuals with Disabilities Education Act (IDEA) define transition services as a coordinated set of activities for a student designed within an outcome oriented process that promotes movement from school to post-school activities including post secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, and independent living or community participation. The coordinated set of activities shall be based upon the individual student's needs, taking into account the student's preferences and interests, and shall include instruction, community experiences, the development of employment and other post school adult living objectives, and when appropriate, acquisition of daily living skills and functional vocational evaluation.
- Referrals should be made to the VRC no later than two years before the student exits high school. Earlier referrals can be made based on individual student need. All students with disabilities should be referred, not just those students in special education.
- The attendance of the VRC at the development of Individual Educational Plans (IEPs), Individual Transition Plans (ITPs) and Child Study Teams (CSTs) is at the invitation of the school and agreement between the VRC and CST members. VRC will determine the appropriate time to take application when the focus is on the final vocational objective or formal planning for continued employment preparation after the student exits from high school.
- The school's responsibility is to provide a free and appropriate education to all students. This includes instructional aids, devices, and necessary services to achieve educational goals.
- IDVR's responsibility is to facilitate the accomplishment of long-term vocational rehabilitation goals and intermediate rehabilitation objectives identified in the student's IPE. Only services that are required for achievement of the employment goal will be provided or coordinated.

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- There is a statewide interagency agreement among the Idaho Department of Education, the Idaho Division of Vocational Education and the Idaho Division of Vocational Rehabilitation. There are also regional cooperative agreements between IDVR and specific school districts. For additional information, please refer to those cooperative agreements.

12.17 Services to Family Members

The definition of "Family Member" includes any relative by blood, marriage, or adoption of the eligible participant as well as other individuals living in the same household with whom the participant has a close interpersonal relationship.

Conditions and Criteria:

- A. Services may be provided only to individuals that meet the definition of family member.
- B. The services to be provided are those which are deemed to be necessary to the successful completion of the participant's rehabilitation plan (IPE, Extended Evaluation, or Trial Work Period). The participant and VR counselor will make the determination as to whether a service to a family member is necessary to the vocational rehabilitation of the individual participant.
- C. Comparable services and benefits are to be explored and if available, utilized prior to expenditure of agency funds.
- D. IDVR funds can only be utilized if economic need is established on the Financial Needs Form (FNA).
- E. Family members may not have access to the participant's record of service without a release of information. Family members may have access to information pertaining to the services they received.

Procedures:

- A. The IPE must set forth the services to be provided to the family member.
- B. In developing the IPE the VR counselor must ensure that the participant and family member(s) understand the basis for the provision of services in order to avoid any misunderstanding as to the scope, nature and duration of services.
- C. Services to family members must be terminated whenever one of the following conditions prevails:
 - 1. When a service(s) is no longer necessary to the individual's plan; or
 - 2. When the participant's plan is terminated in accordance with case closure

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- procedures; or
3. When Post-Employment Services are terminated.
- D. When services are provided to family members, the record of service must include:
1. A rationale that the services are required to support the participant's success in completing objectives of the IPE;
 2. Data, including medical information, to support the decision to provide services;
 3. That services are provided in an integrated environment;
 4. Identification of family member(s) receiving those services;
 5. The cost of such services;
 6. And documentation of the time limited nature of these services.

12.18 Personal Care Attendant Services

A personal care assistant (PCA) assists an individual with a significant disability by performing personal activities of daily living requiring hands-on help, which cannot be performed by the individual because of the significance of the disability. PCA services include personal care related tasks such as:

1. eating
2. drinking
3. toileting
4. bathing
5. transfers
6. dressing
7. grooming
8. medications

PCA services do not include chore services, respite, cueing, or household tasks. In most cases, tasks performed by the PCA are participant directed. The PCA is not responsible for any tasks that the individual with a disability can perform independently.

PCA services have been developed to enhance the ability of an individual with a significant disability to live and work independently. The need for PCA services is normally identified through an independent living (IL) evaluation and services are, in most cases, provided to an individual with a significant disability, prior to application for IDVR services.

A PCA must have completed a state approved training program or have substantial knowledge and experience in providing PCA services.

It is the policy of the IDVR to provide PCA services to individuals with significant disabilities, when PCA services over and above those required for normal daily living are required to assist the participant to complete the VR process. IDVR does not

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provide PCA services in lieu of existing PCA programs and providers. If the VR counselor determines that PCA services are necessary for the participant to complete the objectives of the IPE, the VR counselor will need to conduct or obtain a personal care assistant evaluation to determine the number of hours of PCA services that are required for participation in the IPE over and above the participant's normal daily living needs.

It is the responsibility of the participant and the VR counselor to identify, apply for and utilize any and all similar benefits for PCA services. PCA recruitment and management is the responsibility of the participant. Payment for PCA services is made through an authorization to the participant for PCA services. The participant then pays the chosen provider. The hourly rate for PCA services funded by IDVR will not exceed the current rate established by Medicaid. The PCA is paid by the task. All other time is standby per regulation. The participant is required to submit verification of services received from the provider to IDVR on a monthly basis to continue to receive PCA funds.

IDVR PCA services are time limited in nature and are provided during the vocational rehabilitation process if required to assist in determining eligibility, for participation in vocational evaluation and assessment, and during implementation of an IPE with a goal leading to competitive employment. The provision of PCA services must be linked directly to the objective of the IPE. PCA services funded by IDVR must be for those tasks over and above PCA services normally required for tasks of daily living. No more than 40 hours per week will be authorized for PCA services.

When the IPE objectives have been successfully completed and the goal of competitive employment has been achieved, provision of PCA services required to maintain employment becomes the responsibility of the participant.

12.19 Reserve Fund

Fiscal will hold \$100,000 for each Federal Fiscal year at Central Office for participant plans, i.e. van conversion, or prosthetic/orthotic devices. When a Regional Manager receives a request for one of the above items in excess of \$10,000, the Regional Manager shall contact the Chief of Field Services and submit a faxed copy of the lowest bid for the requested services.

Best practice mandates a minimum of 3 bids be procured when available within a reasonable proximity.

Upon approval, the requested amount will be allotted to that Regional Office by the Manager of Fiscal Operations. For further information or clarification, please contact the Chief of Field Services.

SECTION 13.0 CLOSURE

The VR counselor shall close an individual's record of services at any time in the vocational rehabilitation process when it is determined that the individual is no longer eligible, is unavailable for diagnostic or planned services, chooses not to participate, or is rehabilitated. The authorized "Reasons" for closure are stipulated in the drop down box in the "Closure" module of Gemini under "Outcome".

13.1 Ineligibility Based Upon Disability Issues

13.1.1 A person will be determined ineligible when it is determined that s/he has no disability, or no substantial impediment to employment or the individual does not require vocational rehabilitation services to achieve an employment outcome.

This decision requires:

- A. That Idaho Division of Vocational Rehabilitation (IDVR) provides an opportunity for the individual or his/her representative to receive full consultation regarding the closure decision.
- B. A written notification of ineligibility closure determination, or other appropriate mode of communication, explaining in clear and concise language the reason(s) for the ineligibility determination.
- C. A written notification of appeal rights, including the name and address of the person with whom an appeal may be filed, and the availability of the Client Advocacy Program (CAP).
- D. Referral to another agency(ies), including One-Stop service delivery systems and community rehabilitation programs when appropriate

13.1.2 It must be documented that there is clear and convincing evidence after a Trial Work Experience or an Extended Evaluation following a period of service provision under an IPE that the individual with a disability is incapable of benefiting (too severe) from IDVR services in terms of achieving an employment outcome.

This decision requires:

- A. An opportunity for the individual or designated representative to receive full consultation at closure.
- B. A written notification of ineligibility closure decision, or other appropriate mode of communication, explaining in clear and concise language the reason(s) for the determination.
- C. A written notification of appeal rights, including the name and address of the

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person with whom an appeal may be filed, and of the availability of the CAP.

- D. An annual review of the ineligibility determination following the closure of the record will be conducted within 12 months and annually thereafter, if requested. The individual with a disability, or, if appropriate, the individual's representative, shall have input into the review and reevaluation, and through signed acknowledgement attest that the review and reevaluation have been conducted.
- E. A review is not required in situations where the individual refuses services; the individual is no longer present in the State; the individual's whereabouts are unknown or the individual's medical condition is rapidly progressive
- F. Referral to another agency(ies), including One-Stop service delivery systems and community rehabilitation programs when appropriate

13.2 Ineligibility Based Upon Other Reasons

13.2.1 The VR counselor may close a case record when an individual is unavailable for an extended period of time. The VR counselor must make a concerted effort to contact the individual, or when appropriate, a designated representative to encourage the participation of the individual in IDVR services.

This decision requires:

- A. A rationale for closure documented in the case record and documentation of efforts to contact individual or designated representative.
- B. A written notification to the individual, if whereabouts are known.

13.2.2 The VR counselor may determine that an individual receiving services under an IPE is no longer eligible for services. The VR counselor must:

- A. Make the determination only after providing an opportunity for full consultation with the individual or a representative.
- B. Inform the individual in writing of the ineligibility determination including the reasons for that determination. The individual will also be given a statement of his/her rights and remedies available at closure. (Gemini 3)
- C. Complete the closure check list (Gemini 19), which includes the referral of the individual to other appropriate programs.

13.3 Closure of Individuals who have achieved an employment outcome

In order to determine that an individual has achieved an employment outcome, the case record must document:

- A. That services provided under the IPE contributed to the achievement of the employment outcome
- B. That the employment outcome is consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice
- C. That the employment is in the most integrated setting possible, consistent with the individual's informed choice and if competitive employment, that the individual is compensated at or above the minimum wage and his/her wages and benefits are not less than that customarily paid by the employer for same or similar work performed by non-disabled individual.
- D. That the employment outcome has been maintained for a minimum of 90 days.
- E. The individual and the VR counselor consider the employment outcome to be satisfactory and agree that the individual is performing well on the job. Whenever possible, confirm that the employer is satisfied with the work performance of the individual as well as IDVR services.
- F. That an assessment occurred regarding whether a need exists for Post-Employment Services and that the individual was informed regarding the purpose and availability of post-employment services, should the need arise; and
- G. That the individual was provided a written notification of closure outlining rights at closure.

13.3.1 Closure of Individuals in Supported Employment

Individuals in supported employment are determined rehabilitated when the objectives of the IPE for supported employment training are achieved and a plan for extended support services is verified through the activation of services related to the long-term source of support.

SECTION 14.0 PURE STATE KIDNEY – (PSK)

14.1 History of Pure State Kidney (PSK) Program

In 1970, the Idaho Legislature established a program for lifesaving care and treatment for persons with chronic renal diseases who are unable to pay for medical treatment on a continuing basis. There are no age restrictions. IDVR administers this program.

Idaho Code, Chapter 23, Vocational Rehabilitation 33-2307 to 33-2308.

- 33-2307. Care of persons suffering from renal diseases – Legislative intent. – It is the intent of the legislature of Idaho to insure the establishment of a program for the care and treatment of persons suffering from chronic renal diseases. This program shall assist persons suffering from chronic renal diseases who require lifesaving care and treatment for such renal disease, but who are unable to pay for such services on a continuing basis. [1970, ch. 72, sec. 1, p. 186]
- 33-2308. Establishment of vocational rehabilitation program to provide treatment to persons suffering from chronic renal diseases. – The Board for Professional Technical Education shall establish a vocational rehabilitation program to provide treatment to persons suffering from chronic renal diseases, including dialysis and other medical procedures and techniques, which will have a lifesaving effect in the care and treatment of persons suffering from these diseases. The board shall extend financial assistance to persons suffering from chronic renal diseases in obtaining the medical, nursing, pharmaceutical, and technical services necessary to care for such diseases, including the rental or purchase of home dialysis equipment and supplies. The board shall establish standards for determining eligibility for care and treatment under this program in order that treatment shall be provided to those who are financially unable to obtain such treatment without causing severe economic imbalance in the family economic unit. Such standards shall be established without reference to maximum or minimum income levels. [1970, ch 72, sec 2, p.186.]

14.2 To be eligible for PSK Services, the participant must:

1. Have a diagnosis of chronic end stage renal disease (ESRD) by M.D.
2. Meet residence requirements:
 - must live within the state for 12 consecutive months, or
 - must maintain permanent residency in the state of Idaho, although may be temporarily absent, or
 - applicant or a spouse, parent or guardian must show proof of employment or offer of employment in Idaho prior to moving to the State.

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3. Demonstrate financial need (Gemini 12 – FNA must be taken on all PSK clients including those on SSDI).
4. Demonstrate no vocational potential or be currently employed but is unable to afford kidney related expenses on a continuing basis.
5. Have applied for and be receiving Medicare.

Use of IDVR Medical Consultant (if needed).

- To clarify diagnosis to insure that it is chronic ESRD.
- To establish functional limitations that preclude vocational potential.
- To insure that proposed medical treatment is related to chronic ESRD.
- To insure that prescribed medications are related to chronic ESRD.

14.3 Comparable Benefits

Comparable benefit search must be documented in file: what benefits participant is eligible for and receiving.

1. VR requires all PSK participants to apply for and be receiving Medicare. Medicare, a federal health insurance program, provides benefits for people with ESRD.
2. All participants must apply for all Health and Welfare benefits, including Medicaid, Qualified Medical Benefits (QMB), and Specified Low Income Medical Beneficiary (SLMB). Verification of denial required if not eligible for Medicaid.
3. Participants must apply for Veteran's benefits, if applicable.
4. Participants must apply for Indian Health Service for Native American participants, if applicable.
5. The VR representative and participant should investigate Medicare Part D and private insurance as a comparable benefit. IDVR may pay insurance premiums if this is more cost-effective than paying for individual medical services. VR may pay up to the full amount for insurance premiums.
6. The VR representative and participant should explore and review all information available on comparable benefits and cost-saving programs.

14.4 Service Delivery

1. Eligibility and plan development need to be accomplished as quickly as possible.
2. Once eligibility has been established, PSK services can be back-dated to the date of application. However, generally prior authorization for services is expected.

Remember, to be eligible for PSK, participant must have applied for and be on Medicare.

3. The VR representative needs to establish a good working relationship with medical professionals and social workers. IDVR encourages the most cost-effective dialysis option suitable to the participant's medical needs.
4. IDVR will only pay for services that are related to or caused by chronic ESRD.
5. IDVR will only pay for medications that are related to chronic ESRD.
6. Case file must contain justification of eligibility for PSK program and written plan for services (Gemini 34) including comparable benefit search.
7. Yearly update and review of plan and financial need is required.

14.5 PSK Services

IDVR pays "usual and customary" charges to vendors for PSK services for participants except for the following list.

1. Dialysis and supplies – either in-center, during hospital stay, or in-home.

Maximum: \$350 per month.

(If the participant were hospitalized, dialysis cost would be covered entirely by Medicare after deductible is met. VR may pay total Medicare deductible.)

2. Medications related to ESRD.

Maximum: \$400 per month.

3. Hospitalization (not dialysis, but ESRD related)

VR may pay total Medicare deductible.

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4. Nephrologist or primary ESRD physician monthly follow-along visits for in-center or home dialysis.

Maximum: \$40 per month.

5. Surgeon's fee for shunt revision.

Maximum: \$100 per shunt revision.

6. Medigap and/or Medicare Part D (supplemental) insurance premiums, if cost effective.

VR may pay full amount.

7. Transportation

Maximum: \$200 per month or actual cost of public conveyance (bus or van).
VR does not pay transportation if participant is eligible for Medicaid.

VR does not pay for the following:

1. Ensure or any other dietary related products.
2. Herbs.
3. Prosthetics/orthotics.
4. Medicare premiums.
5. Family members as dialysis technicians.
6. For Medicaid recipients, all dialysis, medication and transportation costs are paid by Medicaid (don't open VR PSK case).
7. If Epogen is medically necessary, participant needs to dialyze in hospital, as Medicare will pay.
8. Medications for non-ESRD related conditions.
9. Any doctor fees other than nephrologist and surgeon for shunt revision and the monthly follow-along visits.
10. Hospital charges for shunt revision.

Transplant Costs

1. VR will **not** provide any services for participant to get on the transplant list.
2. If participant is on the transplant list, VR may pay for services that the nephrologist or primary ESRD physician recommend for the transplant:

(eg. dental work, visual exam and x-rays)

Most of this is covered on the pre-transplant list, which VR does not pay for.

3. For the transplant and immediate aftercare, VR may pay for:
 - Transportation
 - Per diem
 - Lodging (usually hospice)
 - Family member to accompany participant. Costs will be negotiated with the participant in the best interest of the agency.
4. Post Transplant:
 - VR may pay transportation costs up to 12 months for medical follow up visits.
 - VR may pay for Medication (other than anti-rejection).

Maximum: \$400 per month

- Physician follow-up is covered under original cost of transplant.
- VR **does not** pay for anti-rejection medications since Medicare pays for them for three years after transplant, then participant can apply to pharmaceutical indigent drug programs.

14.6 General Guidelines

If a participant has:

1. Full coverage Medicaid – don't open PSK file.
2. Only Medicare – VR may pay up to the \$350 maximum for dialysis/hospitalizations. VR may pay all monthly ESRD related follow-up doctor visits up to \$40/month maximum.
3. Medicare and insurance supplement – VR may pay the deductibles for both for the year. VR won't pay Medicare premiums, but may pay full premium for insurance supplement (Medigap and/or Medicare Part D).

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If participant is in the hospital for a kidney related problem (not dialysis but ESRD related), IDVR may pay the Medicare deductible. Medicare will cover the dialysis cost while in the hospital after the deductible is paid.

4. Medicare and VA – VR may pay 20% up to \$350 maximum plus Part A deductible of \$792 for hospital; Part B \$100 deductible; and meds up to maximum \$400/month.
5. Medicare and QMB – VR may pay medications up to \$400/month maximum.

Program Referral

Referrals can be made between the PSK and general VR programs.

- If PSK participant shows vocational potential, at any time, participant should be referred to the general Vocational Rehabilitation program.
- In Gemini, we have two case types, VR and PSK, consequently, a participant can have an open VR case and an open PSK case at the same time (while you are waiting for bills or Explanation of Benefits/EOBs).
- Participant may be referred from the general Vocational Rehabilitation program to the PSK program if participant has been rehabilitated but is unable to pay for kidney related medical treatment on a continuing basis or ceases to show vocational potential.

Types of Dialysis

There are three types of dialysis available to persons with end stage renal disease (ESRD).

1. Hemodialysis – Blood is pumped outside the body to an artificial kidney machine. The machine cleanses the blood and returns it to the body. Only a small amount of blood is out of the body at any time.

A fistula (the surgical linking of an artery to a vein) provides access to blood vessels. So does a graft (tubing surgically placed under the skin, linking an artery to a vein).

Hemodialysis can be done in-home or in-center.

2. Continuous Ambulatory Peritoneal Dialysis (CAPD) – Allows gravity to draw dialysis solution into and out of the peritoneal cavity, using a system of tubing and bags.

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With CAPD, tubing and a bag of sterile dialysis solution is connected to the peritoneal catheter. By raising the bag to shoulder level or higher, the solution flows into the peritoneum. When empty the tubing and solution bag are simply removed and thrown away.

During daily activities, the peritoneal membrane acts as a filter for the blood. Waste products and excess water transfer to the dialysis solution. After a few hours, new tubing and an empty bag are attached to the catheter. Then, the bag is lowered to drain the waste-filled fluid from the peritoneum.

3. Continuous Cycling Peritoneal Dialysis (CCPD) – This form of dialysis occurs inside the body. It uses the peritoneal membrane (the lining of the abdomen) as the filter. For this treatment, a tube called a catheter is surgically placed through the wall of the abdomen.

Special dialysis solution flows into the peritoneum through the catheter. Waste products and excess fluids pass from the blood, through the peritoneal membrane, into the dialysis solution. Then, they are drained from the peritoneal cavity. Peritoneal dialysis can be performed by hand or by using a machine. Tubing and bags are worn only during the solution exchanges.

Exceptions

Discuss any special circumstances with Zone Manager assigned to PSK.

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IDAHO DIVISION OF VOCATIONAL REHABILITATION

FFY 2008 - 2010

**STATE PLAN FOR THE
VOCATIONAL REHABILITATION SERVICES PROGRAM
AND
STATE PLAN SUPPLEMENT FOR THE STATE
SUPPORTED EMPLOYMENT SERVICES PROGRAM**

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Introduction

Overview

The Idaho Division of Vocational Rehabilitation (IDVR) is required to submit a State Plan to the Rehabilitation Services Administration (RSA) in Washington, D.C. to receive federal funding for Vocational Rehabilitation services. This is a requirement under Title I, Part B and State Plan Supplement for the State Supported Employment Services Program under Title VI, Part B of the Rehabilitation Act of 1973, as amended.

Timing and Process

IDVR and the State Rehabilitation Council (SRC) solicits public input from around the state through Town Meetings as part of the process to develop a final version of the State Plan. These meetings are intended to review concerns and positive comments of any member of the public, including individuals, organizations, and interested groups, regarding issues relating to the vocational rehabilitation of individuals with disabilities.

While IDVR is not required to make changes to the State Plan based on these recommendations, the Division is required to address each recommendation in an attachment to the plan. This attachment must include recommendations, which were incorporated into the plan as well as reasons for rejecting any of the advice or recommendations.

During FFY2007, IDVR was required to complete a triennial Comprehensive Needs Assessment, which is reflected in the current State Plan spanning FFY 2008-2010. As a result of this requirement, some attachments to the State Plan have been updated. Enclosed please find the following updated attachments:

Pre-Print Section 1

Attachment 4.2(c)

Summary of Input from State Rehabilitation Council for FFY 2007

Attachment 4.10

Comprehensive System of Personnel Development

Attachment 4.11(b)

Annual Estimate of Individuals to be Served and Costs of Services

Attachment 4.11(c) (4)

Goals and Plans for Distribution of Title VI, Part B Funds

Attachment 4.11(e)(2)

Evaluation and Reports of Progress

Lobby Certifications

It is the intent of IDVR to provide effective, efficient services to individuals with disabilities seeking employment. This intent is reflected in the goals, priorities and strategies delineated within the State Plan.

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STATE PLAN FOR THE STATE VOCATIONAL REHABILITATION SERVICES PROGRAM
AND
STATE PLAN SUPPLEMENT FOR THE STATE SUPPORTED EMPLOYMENT SERVICES PROGRAM

STATE: IDAHO

AGENCY: Idaho Division of Vocational Rehabilitation

AGENCY TYPE: GENERAL xx BLIND COMBINED

SECTION 1: STATE CERTIFICATIONS

- 1.1 The Idaho Division of Vocational Rehabilitation (DSU) (name of designated state agency or designated state unit) is authorized to submit this State Plan under Title I of the Rehabilitation Act of 1973, as amended¹ and its supplement under Title VI, Part B, of the Rehabilitation Act².
- 1.2 As a condition for the receipt of federal funds under Title I, Part B, of the Rehabilitation Act for the provision of vocational rehabilitation services, the Idaho State Board of Education (DSA) through IDVR (name of the designated state agency)³ agrees to operate and administer the State Vocational Rehabilitation Services Program in accordance with the provisions of this State Plan⁴, the Rehabilitation Act, and all applicable regulations⁵, policies and procedures established by the secretary. Funds made available under Section 111 of the Rehabilitation Act are used solely for the provision of vocational rehabilitation services under Title I of the Rehabilitation Act and the administration of the State Plan for the vocational rehabilitation services program.
- 1.3 As a condition for the receipt of federal funds under Title VI, Part B, of the Rehabilitation Act for supported employment services, the designated state agency agrees to operate and administer the State Supported Employment Services Program in accordance with the provisions of the supplement to this State Plan⁶, the Rehabilitation Act and all applicable regulations⁷, policies and procedures established by the secretary. Funds made available under Title VI, Part B, are used solely for the provision of supported employment services and the administration of the supplement to the Title I State Plan.
- 1.4 The designated state agency and/or the designated state unit has the authority under state law to perform the functions of the state regarding this State Plan and its supplement.
- 1.5 The state legally may carry out each provision of the State Plan and its supplement.
- 1.6 All provisions of the State Plan and its supplement are consistent with state law.
- 1.7 The State Treasurer (title of state officer) has the authority under state law to receive, hold and disburse federal funds made available under this State Plan and its supplement.
- 1.8 The Administrator (IDVR) (title of state officer) has the authority to submit this State Plan for vocational rehabilitation services and the State Plan supplement for supported employment services.
- 1.9 The agency that submits this State Plan and its supplement has adopted or otherwise formally approved the plan and its supplement.

_____ (Signature)	<u>Dr. Michael Graham</u> Typed Name of Signatory)
_____ (Date)	<u>Administrator</u> (Title)

- ¹ Public Law 93-112, as amended by Public Laws 93-516, 95-602, 98-221, 99-506, 100-630, 102-569, 103-073, and 105-220.
- ² Unless otherwise stated, "Rehabilitation Act" means the Rehabilitation Act of 1973, as amended.
- ³ All references in this plan to "designated state agency" or to "the state agency" relate to the agency identified in this paragraph.

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- ⁴ No funds under Title I of the Rehabilitation Act may be awarded without an approved State Plan in accordance with Section 101(a) of the Rehabilitation Act and 34 CFR part 361.
- ⁵ Applicable regulations include the Education Department General Administrative Regulations (EDGAR) in 34 CFR Parts 74, 76, 77, 79, 80, 81, 82, 85 and 86 and the State Vocational Rehabilitation Services Program regulations in 34 CFR Part 361.
- ⁶ No funds under Title VI, Part B, of the Rehabilitation Act may be awarded without an approved supplement to the Title I State Plan in accordance with Section 625(a) of the Rehabilitation Act.
- ⁷ Applicable regulations include the EDGAR citations in footnote 5, 34 CFR Part 361, and 34 CFR Part 363.

Attachment 4.2[c]

**SUMMARY OF INPUT FROM STATE REHABILITATION COUNCIL
FOR FY 2007**

Agency central office staff, including the administrator, attend SRC meetings that are held four times each year. This provides for the opportunity to discuss items regarding policy and the operation of the Agency.

The Council completed a Consumer Satisfaction Survey this past fiscal year of past or present VR Consumers. The results were shared with the Agency as well as members of the Council.

The Council attended the Agency annual in-service training and awards banquet. This provided the Council with the opportunity to discuss information with all of the staff of the Agency.

The Agency provides the Council with updates on compliance with CSPD requirements and other Human Resource actions.

The Council is given the opportunity to provide guidance on issues.

The Council is given the opportunity to provide input in the Agency's annual budget which is presented to the state legislature. Some members of the Council were able to make direct contact with the legislature to advocate for the budget.

The Council has been provided with the opportunity to review and provide input into the Agency's State Plan as well as the Strategic Plan.

Some members of the Council are invited to attend CSAVR meetings and to become aware of issues that face the Agency at the National level.

The Agency routinely invites the SRC Chair to attend management meetings. The Council is given the opportunity to provide input on issues related to policy and procedures within the Agency. This establishes a solid relationship with field management. SRC members then visit field offices to further discuss issues and policy implementation.

Members of the Agency management team give presentations to the Council in their area of stewardship to help keep members of the Council up to date on issues and policies.

The Agency Administrator initiates and maintains contact with the SRC Chair to share ongoing issues. The Chair was invited to participate in a webinar with new employees.

The Agency and the SRC maintain mutual contact with the RCEP to help in the development of new SRC members and to assure ongoing improvement of the SRC.

ATTACHMENT 4.7(b) (3)

STATEWIDENESS AND WAIVER OF STATEWIDENESS

The Division provides services in one (1) or more political subdivisions of the State that increases services or expands the scope of services that are available statewide under this State Plan and:

- (1) The Division verifies in the specific Memoranda of Agreement (MOAs) (see included attachments) that the contributions of these political subdivisions are certified as non-federal dollars attached for services, including funds contributed to a local agency by a private agency, organization or individual, and
- (2) The Division ensures that the services are likely to promote the vocational rehabilitation of substantially larger numbers of individuals with disabilities or of individuals with disabilities with particular types of impairments, and
- (3) The Division ensures that all services administered are in full agreement with the rules and regulations governing General Vocational Rehabilitation Programs and that the DSU is in full agreement with the provision of those services.

The Division continues to note an increase in the number of Corrections clients being referred to the Division for services. There are two identified areas in the state where correctional facilities are housed that require additional VR staff and resources to ensure that adequate vocational services are provided to the corrections population. This staff works solely with the Corrections population. To meet this need, an MOA with the Idaho Department of Correction (IDOC) was developed to provide comprehensive vocational rehabilitation services to felony clients/offenders both in an IDOC institution and in the community to prepare these individuals for reentry into the community by providing IDVR services. This MOA covers Correctional institutions in the Boise and Pocatello areas only. The IDOC pays a lump sum of \$60,000 certifiable non-federal monies toward the case service costs encumbered in both areas.

The prison system of Idaho concentrates most of its offenders in the four institutions in the Treasure Valley requiring a focused approach from IDVR in the southwest region of the state. Dedicated counselors partially paid by the Idaho Department of Corrections are located with offices housing probation and parole officers. These six counselors also have offices or significant office hours located within the prison facilities for needed access to offenders prior to their release. The arrangement facilitates both quality and productivity on the part of IDVR counselors. An ongoing supportive partnership is reinforced from the co-location of staff and strengthened by the financial buy in from IDOC.

In both the northern and eastern part of the state, there are fewer residential facilities for imprisoned offenders. In the case of the northern part of the state, two facilities are located there and most offenders, if released from one of the facilities, are likely to relocate in the Treasure Valley. Consequently our counselors in the Treasure Valley tend to pick up clients from these

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facilities located in other parts of the state. On those occasions when offenders are released and remain in the northern or the eastern portion of the state, referrals are generally made to IDVR from Correction's personnel and these offenders begin an open case with the local counselors. This means all the typical services provided to the general population are also provided to the corrections clients in the offices outside of the Treasure Valley.

Due to the rural nature of Idaho and the increased travel time associated with serving the School/Work (transition) population, additional resources are necessary in certain areas of the state to ensure the needs are met. In collaboration with Special Education and IDEA, as well as federal initiatives, the Division has developed cooperative agreements with school districts in various areas throughout the state to provide comprehensive vocational rehabilitation services to students with disabilities to prepare these individuals for transition to work. A designated VR counselor and staff member are assigned to a consortium affiliated facility to better serve clients in the respective areas. The school districts will pay a total of \$182,337 in certifiable non-federal monies to IDVR to be used expressly for allowable costs incurred by IDVR in the implementation of the cooperative agreement. All parties have agreed to and signed the memoranda agreement. The memoranda cover the following areas of the state:

- Region I – Coeur d'Alene – Two Projects
- Region II – Lewiston – One Project
- Region III – Boise East – Five Projects
- Region IV – Twin Falls - One Project
- Region V – Pocatello - Two Projects
- Region VI – Idaho Falls - One Project

It is worth contrasting the services in the regions of the state covered by the MOUs versus those not covered. The majority of the state high schools are covered by the transition agreements in the state. Those not covered by the approach tend to be smaller school districts or out of the way communities, although this isn't always true. First of all, any individual school district might participate in the arrangement. IDVR counselors are located or reside in high schools participating in the project. This provides an easy access to the transition age students eligible for IDVR services. The office space, phones and utilities are provided by the various schools where our counselors are located. These counselors carry a full caseload of transition students and are not dedicated to the general population eligible for IDVR services. The counselors keep the students on the caseload until they are closed by a successful rehabilitation or from failure to successfully complete the rehabilitation process. An important aspect of this agreement that is not feasible for a general counselor is the creation of a close working relationship with school personnel, more timely referrals, better support throughout the rehabilitation process, easy access to pertinent school staff, and the expertise that comes with specialization. The arrangement has proved important in developing an excellent working relationship between IDVR staff and school districts across the state.

In school districts not covered by the inter agency agreements, students are referred by school counselors, special education teachers, or by word of mouth to IDVR. In such cases all of the normal and appropriate activities and services are provided by the DSU. In these regions of the state the counselor carries a general caseload with some transition age students. There is no

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service offered under the MOUs not also made available by the counselors providing services in the areas not covered by the MOUs. One difference however, must be mentioned. The counselors with full time caseloads of transition age youth typically become experts in providing services to this specialized caseload. At one time our agency believed this caseload would not be as productive as general caseload counselors, but the notion was proved wrong by several of the transition specialist counselors in recent years.

Individuals with mental health issues have been historically underserved in Idaho. To ensure that the needs of this population are adequately met, the Division has developed an Interagency Agreement with the Idaho Department of Health and Welfare, Division of Behavioral Health, Adult Mental Health to provide vocational rehabilitation services to Idahoans experiencing severe and persistent mental illness who are eligible for vocational rehabilitation services. A designated VR counselor and staff member are assigned to a consortium affiliated facility to better serve clients in the respective areas. The Department of Health and Welfare pays IDVR \$196,730 in certifiable non-federal monies for services executed under this Interagency Agreement. Both parties have agreed to and signed the memorandum. This Interagency Agreement covers the following areas only:

- Region I – Coeur d’Alene
- Region II – Lewiston
- Region V – Pocatello
- Region VI – Idaho Falls
- Region VII – Caldwell
- Region VIII – Boise West

Idaho is presently developing a system of mental health courts modeled after drug courts for those with persistent and severe mental illness (SPMI) disabilities. So far all of the mental health courts are located in geographic areas covered by our inter agency agreements. The new system in conjunction with our counselor’s efforts is proving useful in the rehabilitation process for consumers for whom success is most elusive.

In the regions of the state not covered by the interagency agreements SPMI consumers meet with general case load counselors and begin the normal rehabilitation process from application, to eligibility, plan development, service provision, placement, and eventual closure. In such cases the consumer is provided all the normal individualized services, however, is not able to access the counselors with the greatest expertise and specialization for MI. Additionally, the specialized counselors have developed a close working relationship with their respective regional mental health providers which encourages more timely referrals and better support through out the rehabilitation process. It is noteworthy that one of our main population areas of Twin Falls does not have an inter-agency agreement between mental health and IDVR.

Special program assessments are conducted to assess the service impact on this population. Ongoing monitoring is accomplished by the Field Services Chief.

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The following statements are included in the MOAs referenced in this attachment 4.7(b)(3) specifying that only certifiable non-federal monies will be transferred to IDVR: (See exhibit to State Plan)

School-Work MOA:

“School District agrees to transfer to IDVR \$15,600 for SFY 2007, upon receipt of appropriate billing, of certifiable non-federal monies which IDVR shall use to match available federal monies appropriated under the Rehabilitation Act. These monies will be used expressly for allowable cost incurred by IDVR in the furtherance of this cooperative agreement.” (This is a sample of verbiage utilized in all School/Work memoranda).

Mental Health MOA:

“H&W Behavioral Health Agrees to transfer to IDVR, upon receipt of an appropriate billing, \$196,730 of certifiable non-federal monies that IDVR will use to match federal monies appropriated under the Rehabilitation Act to be used expressly for allowable costs incurred in the discharge of this Agreement”.

Corrections MOA:

“IDOC agrees to transfer to IDVR, upon receipt of appropriate billing, \$60,000 certifiable non-federal monies that IDVR may use when available to match federal monies”.

Attachment 4.10

COMPREHENSIVE SYSTEM OF PERSONNEL DEVELOPMENT

Data System

Collection and analysis of data on qualified personnel needs and personnel development consistent with the provisions of 34 CFR 361.18 (a) includes the following activities:

- Analysis of current and future staffing needs continues through periodic reviews of turnover rates, promotions and transfers. Anticipatory staffing analysis is ongoing.
- During FFY 2007, the Idaho Division of Vocational Rehabilitation (IDVR) turnover rate for Vocational Rehabilitation Counselors (VRCs) was 18.3%. The overall turnover rate for all Vocational Rehabilitation staff was 21%. It is projected over the next five (5) years that the turnover rate for VRC's will be between 15% and 20%.
- In the next five (5) years, three (3) out of IDVR's nine (9) Regional Managers will likely retire. Steps have been taken to provide leadership opportunities to VRCs interested in management. The position of Assistant Regional Manager is one such position that offers management experience.
- IDVR has a continuing need for increased numbers of vocational rehabilitation staff. The Division attempted to secure these additional positions this year through the Idaho Legislature, but was unsuccessful. Currently, IDVR does not have authority or additional funds from the State legislature to increase the number of positions within the agency.
- Idaho continues to be one of the fastest growing states in the nation. Idaho was named the fourth fastest growing state in the nation.
- The agency has determined that a ratio of one (1) counselor for every 20,000 people in the state would be an ideal staffing ratio. The population of Idaho is approximately 1.5 million people, thus a minimum of seventy five (75) counselors over the next five years would be required to meet this ratio. IDVR currently has 72 counselors, thus an additional 3 counselors are needed.
- Tracking, monitoring and reporting of individual academic preparation, certification pursuits and Continuing Education for VRCs is regularly maintained by IDVR.
- IDVR has one hundred and forty-eight (148) employees; one hundred and twenty-eight (128) of these are Field Staff that comprise of nine (9) Regional Managers, three (3) of which are Zone Managers; seventy-two (72) VRCs; and forty-five (45) Office Services Personnel. IDVR also has one (1) Migrant Service Coordinator serving under the MSFW grant and one (1) Employment Developer position.
- The ratio of VRCs to individuals served is 1:175. An optimal caseload size is approximately one hundred and twenty-five (125). IDVR is currently exploring avenues to ensure client needs are met despite limitations on the numbers of VRCs that can currently be hired. IDVR will continue to work through the Idaho Legislative process to secure additional rehabilitation staff.

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Recruitment and Retention

Plan to address current and projected needs for qualified personnel include the following activities:

- IDVR maintains periodic contact with regional universities and gathers information about the numbers of individuals who will be graduating from rehabilitation programs. During the spring 2008 semester the number of individuals anticipating graduation from accredited universities with a Master's Degree in Rehabilitation Counseling are: Western Washington (33), University of Idaho (18), University of Arkansas (9), Utah State University (15), San Diego State University (38), University of Wisconsin-Stout (27), and New Mexico Highlands (10).
- Periodic site visits are conducted at the University of Idaho. IDVR staff meets with students and faculty in order to establish relationships and initiate recruitment activities with current graduate students.
- IDVR provides feedback to the Rehabilitation Counseling Coordinator at the University of Idaho on existing and future staffing needs, including individuals with disabilities and from minority backgrounds for capacity building. In addition, IDVR critiques program content and advises Coordinator on areas needing attention for successful placement of graduates within the Division.
- Periodic contact is made with Western Washington University, University of Idaho, Portland State University, University of Arkansas, Utah State University, University of Northern Colorado at Greeley, San Diego State University, University of Wisconsin Stout, University of Arizona, Montana State University at Billings, New Mexico Highlands University, Texas Tech University, and University of Texas Pan Am. The Division has developed a process whereby each of the nine (9) Regional Managers, the HR Manager and the IDVR Administrator is assigned to different universities that have a Masters Level Rehabilitation Program for recruiting purposes. Each will maintain ongoing relationships to promote communication concerning vacancy announcements and to develop and maintain a pool of qualified VRC applicants. They keep in contact with key personnel at each university, i.e., Department Head and Internship Coordinator.
- IDVR continues to face challenges in recruiting qualified applicants. The entry-level wage for VRCs is lower than comparable state and private positions.
- All Regional Managers, Central Office Management and staff complete recruitment activities. Development of recruitment and marketing plans continue to be a priority, which will assess the effectiveness of the Division's new strategies.
- Professional organizations such as the local chapter and the national chapter of the National Rehabilitation Association assist in promoting agency recruiting efforts.
- IDVR participates in Career Fairs to encourage and seek out individuals from diverse backgrounds including individuals with disabilities and from minority backgrounds.
- IDVR conducts exit interviews with staff, when possible, to determine whether there are areas of concern affecting staff retention that need to be addressed.

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Personnel Standards

Establishment and maintenance of personnel standards includes the following activities:

- The standards established by IDVR for academic requirements of VRCs, Regional Managers, and Field Services Management staff include graduation from an accredited university with a Master's Degree in Vocational Rehabilitation Counseling and/or a Certified Rehabilitation Counselor (CRC) designation obtained by the Commission on Rehabilitation Counselor Certification (CRCC).
- Due to the limited pool of recruits for the VRC position, we will consider hiring an individual who does not have their Master's Degree in Rehabilitation Counseling or meet the CRC Certification. Before an individual is hired, they agree to obtain their Master's in Rehabilitation or be eligible for the CRC Certification within five years of their hire date.
- If we were to hire an individual that does not meet the standards, importance is placed on experience and special skills, i.e., Spanish speaking, sign language proficient, extensive employment history that encompasses specialty areas such as Corrections, School Work Transition, etc.
- IDVR sets CSPD goals with each individual counselor and for those counselors who do not meet CSPD.
- There are currently fifty-one (51) VRCs who meet the standard and twenty-one (21) who do not meet the standard.
- IDVR initiated a policy that allows counselors who are currently employed but do not currently meet the certification standards to complete the credential requirement within five years. If the VRC fails to meet the standards in the allotted time frame, the individual is re-classified to a Vocational Rehabilitation Specialist designation. In that capacity, the individual is restricted in his/her professional latitude to approve eligibilities, IPEs and case closures. These rights will be re-instated once the individual achieves the required credentials.
- The designation of CRC is required for all VR counselors, regional managers, field services managers, bureau chief position, employment developer, planning and evaluation manager, and the human resources manager.
- Regional Managers conduct bi-annual assessments of progress towards meeting the CSPD timelines and report outcomes to the HR Manager.
- Remaining IDVR staff positions, not specifically named in this section, are required to meet the State of Idaho minimum standards set for each position description.
- IDVR provides continued counseling to employees (VRC) on Division expectations for meeting the requirements as defined by Federal regulations of a Qualified Rehabilitation Professional (QRP) and formalized plans for achieving the goal.
- IDVR provides financial support through funding from the Basic Support and In-Service Training Grants for coursework to support counselor objectives in meeting CSPD requirements. In FFY 2007, \$35,500 was spent to support this effort.

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Staff Development

Activities for staff development to ensure all personnel are receiving appropriate and adequate training include the following:

- Tracking, monitoring and reporting individual training and development of all Vocational Rehabilitation staff. During FFY 2007 a software program was developed by the IDVR IT department that allows staff to electronically request training. In addition, it provides a way to track and monitor all training activities.
- An annual training needs assessment is conducted in order to identify and develop training curriculum. Identified areas of need include co-occurring disorders, time management, offender training, supervisory skills, assistive technology, caseload management, critical case questioning, and ethics.
- At the annual in-service topics such as conflict resolution, employment strategies for hard of hearing and deaf clients, stigma: a barrier to everyday lives, assistive technology, schizophrenia virtual reality, sex offenders/return to the work place, methamphetamine/overview and vocational implications, dealing with difficult people, stress management/resilience, co-occurring disorders and vocational implications and many others were provided. Throughout the year training requests are approved for individual staff to attend training on areas of interest or need. Topics have included; transition for school-work clients, drug and alcohol dependency, risk assessment of violence, generations and diversity, learning styles, understanding and coping with stress/burnout, job placement and support for people with psychiatric disabilities, social security incentives, motivational interviewing, self-employment and job development strategies and total immersion sign language.
- Participation in extensive training for enhancing technological skills.
- Management development training for VRCs and other staff members to enhance skills for current jobs or future advancement opportunities. Participation in Orientation to Leadership and Emerging Leaders training by the Northwest Region CCER Leadership Institute and management and supervisory skill development provided by the Idaho Division of Human Resources.
- Identifying and/or developing staff in particular subject matters to develop potential trainers or facilitators within IDVR for staff training. Areas developed are Caseload Management and Critical Case Questioning. Training topics being explored and/or developed include; SSA/SSI/SSDI, Adult/Juvenile Corrections, School-Work Transition, Mental Health and Pure State Kidney.
- Current VRA employees successfully completed the comprehensive training program and have successfully transitioned to their current paraprofessional status. In addition, all new VRA employees are required to complete this training by taking the four courses of study as follows: Disability History, Developing Collaborative Relationships, Sticky Situations, and Developing Cultural Competence within the first year of employment.

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Communication with Diverse Populations

Activities to ensure employment of personnel who are trained to communicate in special languages are as follows:

- Continued participation in state/regional conferences on Hispanic culture and issues.
- Recruit and place candidates fluent in Spanish for specific areas of the State to serve the needs of the Hispanic community.
- Since Idaho has a separate entity that addresses issues related to low vision and blindness, IDVR does not provide specific training to its staff in Braille.
- Training is provided in the area of deaf and hard of hearing as needed.

Attachment 4.8(b)(1), (2), (3) and (4):

4.8 COOPERATION, COLLABORATION, AND COORDINATION

In 2005, Governor Kempthorne consolidated six former workforce investment areas into two. The Workforce Development Council is now the sole workforce investment board in the state to oversee a statewide regional planning area. This requires the Council to exercise special responsibility for development and oversight of the state's workforce development infrastructure and program. As a result of this consolidation, there is a single memorandum of understanding (MOU) that includes all Workforce Investment System partners. The purpose of this MOU is to establish the framework for operation of the One Stop system in a manner that maximizes services to system customers while making efficient use of public resources.

The following statement from the Agreement summarizes the intent and purpose of this statewide partnership:

"This Memorandum of Understanding (MOU) is entered into in the spirit of cooperation and collaboration by the Workforce Development Council, hereafter referred to as "the WDC" and the One Stop delivery system signatory partners, hereafter referred to as "the One Stop partners" or "partners" to describe how their various funding streams and resources will be utilized to better serve their mutual customers, both job seekers and employers, through an integrated system of service delivery operated at comprehensive sites known as *IdahoWorks* Career Centers and satellite sites, called *IdahoWorks* Career Connection sites. It is understood that the development and implementation of these Centers will require mutual trust and teamwork among the One Stop partnering agencies and the WDC, working together to accomplish the shared goals."

4.8(b)(1) COOPERATION AND COORDINATION WITH OTHER AGENCIES AND ENTITIES

The Idaho Division of Vocational Rehabilitation (IDVR) and the following entities have entered into formal agreements, which outline the specific activities expected of each partner. The agreements outline goals, planning processes, information sharing and confidentiality, technology, continuous improvement and accountability, service delivery support, cost sharing, annual action plans, duration, amendments, termination/conflict resolution. These entities include:

CAP - Idaho Client Assistance Project

This Agreement outlines the interaction between IDVR staff and CAP staff for the improvement of services to people with disabilities in Idaho served under the VR program.

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Department of Health & Welfare – Division of Health – Idaho Children’s Special Health Program

The Idaho Children’s Special Health Program was formally known as Cripple Children’s Services with the Shriners’ Hospitals. The Agreement facilitates the referral of children ages 16 to 18 with significant disabilities to the IDVR program. It indicates we will work together to ensure appropriate transition to adult life to eligible youth. It further agrees that those needed and allowable services not covered by the existence of comparable benefits or other resources (as defined by the Act’s implementing regulations) will be covered by IDVR.

Idaho Industrial Commission

This Agreement outlines the relationship between IDVR and the Industrial Commission with regard to persons injured on the job who may also have other non-work related injuries. The Industrial Commission will be the lead agency for injured workers in Idaho and will refer them to IDVR when they are unable to return to previous or similar employment due to the work related injury.

Idaho Health & Welfare, Division of Behavioral Health, Adult Mental Health (Yearly updated Agreement)

The Idaho Division of Vocational Rehabilitation (IDVR) and the Idaho Department of Health and Welfare, Division of Behavioral Health, Adult Mental Health enter into this Agreement for the express purpose of better serving Idahoans experiencing severe and persistent mental illness. A team approach will be used to ensure that the Idahoans served by this Agreement will benefit as to remaining de-institutionalized and successfully integrated into their respective communities from a psychological, psychosocial, and employment perspective. Those consumers who have a severe and persistent mental illness deemed not eligible for this program will be referred to the general IDVR program. Those consumers who have a severe and persistent mental illness deemed ineligible for this program or IDVR services will be referred to appropriate resources for assistance.

Tribal VR – (Nez Perce Tribe) (Coeur d’Alene Tribe)

The intent of these Agreements is to develop and implement a cooperative system for providing vocational rehabilitation services to eligible American Indians with disabilities and to promote and enhance to the greatest extent possible vocational rehabilitation services like that of those provided by the State of Idaho. The IDVR has the basic responsibility to provide rehabilitation services to all eligible individuals of Idaho. The Nez Perce Tribe as well as the Coeur d’Alene Tribe, through a Federal Section 121 grant, will work cooperatively with IDVR.

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Idaho Department of Commerce & Labor /Data Sharing

This Agreement provides for disclosure of employment security information by the Idaho Department of Labor to IDVR for the purpose of evaluating participants' acquisition and retention of employment and earnings. The Agreement also enables IDVR to meet federal reporting requirements under Section 106 of the Rehabilitation Act as amended by Title IV of the Workforce Investment Act of 1998.

State Use Contracting Programs

The State of Idaho has a 1973 statute referred to as the "Use Law". A council appointed by the governor facilitates the sale of goods and services from thirteen (13) Community Rehabilitation "Not for Profit" Programs. A cooperative agreement is not necessary.

Community Rehabilitation Programs

IDVR does not have contracts with Community Rehabilitation Programs as services through these entities are provided on a fee for service basis.

Idaho Department of Corrections (IDOC)

This Agreement established the guidelines to provide comprehensive vocational rehabilitation services to adult, felony clients/offenders both in an IDOC institution and in the community.

Idaho Department of Juvenile Corrections (IDJC)

This Agreement established the guidelines to provide comprehensive vocational rehabilitation services to juvenile offenders, both in an IDJC institution and in the community.

4.8(b)(2) COORDINATION WITH EDUCATION OFFICIALS

Universities, Colleges and Professional Technical Programs in Idaho under the State Board of Education

These Agreements provide coordination of services between IDVR and the universities and colleges in Idaho, so that students with disabilities can succeed in an environment of higher education as outlined in CFR361.22.

The Cooperative Agreements with Colleges and Universities outline information regarding consultation and technical assistance, roles, responsibilities, including financial responsibilities of each, and procedures for outreach to and identification of students with disabilities who need services.

Idaho Department of Education – Secondary Transition

This Agreement deals with our mutual definition of secondary transition and the cooperative delivery of services to transitioning students with disabilities. It outlines the provision of services required from local school districts, IDVR and Idaho Commission for the Blind and Visually Impaired, roles and responsibilities of each agency including

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financial responsibilities, provisions for determining state lead agencies and qualified personnel responsible for transition services.

The parties enter into these agreements solely to facilitate the transition of students with disabilities from K-12 public education into adult life. This transition to adult life may involve any or all of the following goal oriented activities: post-secondary education, training and job placement, direct placement into appropriate employment (to include supported employment if required), consultation and technical assistance to assist educational agencies in planning for the transition of students with disabilities, advocacy and any other activities that are relevant to the student and within the scope of the IDVR mission and role.

This Agreement with the Idaho Department of Education and education officials ensures a coordinated, comprehensive system focusing on youth with disabilities as they transition from secondary school to post-school activities, promoting post-secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, and community participation emphasizing a team approach to facilitate the transition of students with disabilities from public education into employment. Roles and responsibilities, including financial responsibilities, of each agency, including provisions for determining state lead agencies and qualified personnel responsible for services are outlined as well. This Agreement also includes referrals of students with disabilities (e.g. physical, medical) who are not eligible for special education services, and students who have a 504 Plan (Rehabilitation Act of 1973), to IDVR for determination of eligibility for vocational rehabilitation services.

This Agreement outlines the local education agency responsibility for the purchase of assistive technology equipment that is required for educational purposes. The Agreement also outlines IDVR responsibility for the purchase of any assistive technology device of equipment that may be necessary for the student's eventual employment. The Agreement also provides a protocol for discounting the cost of equipment purchased by the school for repurchase by IDVR to be utilized in an employment program.

Additionally, IDVR will accept referrals within 2 years prior to the student exiting high school (or earlier if appropriate), determine eligibility and collaboratively, with input from the students' Individualized Education Program (IEP) Team, develop Individual Plans for Employment (IPEs).

School-Work Transition Cooperative Agreements

IDVR has entered into twelve consortium assignments that span a myriad of school districts in both rural and metropolitan areas. While these projects represent a substantial segment of the agency's services to the transitional population, the Agreement referenced

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above relates to services in all districts across the state. The Agency's consortium projects include:

- Panhandle Consortium (Region I)
- Coeur d'Alene/Post Falls School-Work (Region I)
- Lewiston School-Work (Region II)
- Local Consortium of Southern Idaho School Districts (Region IV)
- Southern Counties Consortium of Schools (Region V)
- Pocatello School-Work (Region V)
- Greater Opportunities to Achieve Life Skills Consortium School Districts (Region VI)
- Canyon, Owyhee and Gem School Districts (Region III)
- Nampa/Vallivue School District (Region III)
- Meridian Joint School District #2 (Region III)
- Boise School-Work (Region III)
- Mt. View School-Work (Region III)

IDVR also has individual cooperative agreements with other educational entities throughout the state. The goal of these cooperative agreements is to provide the necessary coordination of services at a local level, which will assist eligible individuals who have disabilities in an educational environment. These agreements are specific in terms of program and financial responsibilities of each party and include:

Idaho Interagency Council on Secondary Transition

IDVR continues to be involved in the Idaho Interagency Council on Secondary Transition with the purpose of ensuring that youth with disabilities experience a collaborative, comprehensive system that facilitates a smooth transition from secondary school to adult life. The goal of this group is to provide and promote a common conceptual framework that leads to opportunities for youth with disabilities in community living, recreation, continued education, and employment. Interagency cooperative planning, information sharing, and the collaborative use of resources will help accomplish our mission at the state and local level.

Idaho School for the Deaf & the Blind (ISDB)

This Agreement establishes guidelines to facilitate the referral of ISDB students to IDVR and to coordinate the provision of services when students are mutual clients of both agencies.

4.8(b)(3) COOPERATIVE AGREEMENTS WITH PRIVATE NON-PROFIT VOCATIONAL REHABILITATION SERVICE PROVIDERS.

IDVR does not establish cooperative agreements with private non-profit vocational rehabilitation service providers as we purchase services on a fee-for-service basis.

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IDVR has implemented two reimbursement methods with private, non-profit Community Rehabilitation Programs (CRP). These include contracts for services provided on an incremental basis (payments following the provision of selected services) as well as fee-for-service.

IDVR and the two statewide CRP associations continue to conduct annual trainings and workshops, the main purpose of which is to solidify and improve collaborative relationships for the enhancement of service delivery to individuals with disabilities.

The major areas of focus within the workshops include:

1. Social Security Work Incentives
2. Contract issues as well as fee-for-service reimbursement issues
3. Methods to improve the partnerships through open communication
4. Strategies to improve provider program outcomes

All new providers of service for IDVR consumers must go through a certification and approval process. The Chief of Field Services reviews the qualifications of the vendors providing services to IDVR consumers in order to assure the quality of these services, as well as the safety of consumers. Vendors are certified through either the Commission on Accreditation of Rehabilitation Facilities (CARF) or Rehabilitation Services Accreditation System (RSAS).

IDVR policy assures that applicants and eligible individuals exercise choice of service providers. Each region throughout the state provides a comprehensive list of CRP services and expertise available, which enables the consumer to make an informed choice in the selection of an appropriate vendor.

4.8(b)(4) EVIDENCE OF COLLABORATION REGARDING SUPPORTED EMPLOYMENT SERVICES AND EXTENDED SERVICES

IDVR is committed to the advancement of opportunities for Idaho citizens with disabilities including those with the most significant disabilities to be employed and to become independent in the least restrictive and most integrated environments. IDVR has established and continues to maintain strong working relationships with pertinent state agencies and other appropriate entities to assist in the provision of supported employment services throughout the state.

As of July 1, 2004, the Idaho Legislature changed the responsibility for the distribution of state only funding for Work Services/Supported Employment long-term support from the Department of Health and Welfare to IDVR. The intent of this change was to enhance the effectiveness of the program accountability. IDVR convened a committee that developed a management strategy for the program as well as accountability measures to ensure that funding would be appropriately utilized and more individuals with the most significant disabilities would receive the support they need to be successful. IDVR hired two individuals to manage this program statewide under the direction of the IDVR Administrator.

IDVR continues to be successful in maximizing the Federal Supported Employment allocation by collaborating with other agencies and organizations to ensure that available resources are identified and utilized in order to maximize the impact of the services for all individuals with the

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most significant disabilities requiring long-term community supported employment. Included within this collaboration are Medicaid services provided under the Home and Community Based Services Waiver, as well as services provided through the statewide IDVR consortia with the State Regional Mental Health programs.

Additionally, the Agency is striving to decrease the number of individuals on the waiting list for funding for long-term community supported employment services. A stronger focus on community-based integrated employment rather than sheltered employment has been part of an on-going discussion with community partners and other interested parties in order to develop a workable strategy.

IDVR counselors work closely with the two staff involved with the State Work Services/Supported Employment program to ensure that eligible individuals are referred and placed on the waiting list to receive long-term community supported employment funding when appropriate. IDVR counselors also assist individuals who desire to move from a sheltered work environment into competitive and community-based supported employment when appropriate.

Attachment 4.11

EVALUATION AND REPORT OF PROGRESS IN ACHIEVING IDENTIFIED GOALS AND PRIORTIES AND USE OF TITLE 1 FUNDS FOR THE INNOVATION AND EXPANSION ACTIVITIES OF THE STATE IN CARRYING OUT THE VOCATIONAL REHABILITATION AND SUPPORTED EMPLOYMENT PROGRAMS

Attachment 4.11(a): COMPREHENSIVE STATEWIDE ASSESSMENT

In response to the requirements of Section 101.15 (a) of the Rehabilitation Act as amended, the Idaho Division of Vocational Rehabilitation (IDVR), in partnership with the State Rehabilitation Council (SRC), draws from many sources to assess thoroughly the needs of Idahoans with disabilities. The Statewide Comprehensive Needs Assessment will continue to be conducted on a triennial basis and will include case reviews, consumer satisfaction surveys, focus groups of people with disabilities, Town Meetings conducted annually in major metropolitan areas of the state, as well as information gathered from community rehabilitation programs statewide. Additionally, counselors assigned to specialized populations (transition, corrections, mental health, migrant and seasonal farm workers, American Indians, as well as Hispanics) elicit input not only from the client population but from others who provide services to these populations including input from various state boards and groups focused on the needs of people with disabilities.

Other facets of IDVR's Needs Assessment include:

1. A Strategic Planning process involving a rolling three-year plan which is updated annually. The strategic plan has become an important tool in the decision making process that affects the day-to-day operations of IDVR. Input is solicited from IDVR staff, the CAP, the SRC, and the SILC. Primary focus areas include:
 - Service delivery with an emphasis on continued improvement in the quality of service delivery
 - Staff Development
 - Utilization of Information Technology
 - Strengthened partnerships with shareholders
 - Enhanced revenue opportunities for all VR programs
2. Comprehensive Statewide Needs Assessment Survey:
The survey was designed to evaluate the degree to which IDVR is addressing the rehabilitation needs of the demographic populations encompassed within this state. Groups targeted for their input and statewide representation included:
 - Client Assistance Program (CAP)
 - A variety of specific disability advocacy organizations, e.g. Parents Unlimited, NAMI
 - Statewide transition partners
 - Consumers
 - State Mental Health Council and mental health providers
 - State Independent Living Council

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- State Rehabilitation Council
- Developmental Disability Council
- Task Force on the ADA
- Adult Corrections
- Juvenile Corrections
- WIA partners
- Local Chambers of Commerce
- Idaho Migrant Council
- American Indian Tribal representatives and 121 projects
- Idaho Inclusiveness coalition
- IDVR staff
- Community Rehabilitations Programs

A total of 165 responses were recorded. In addition, responses were recorded from the wide spectrum of sources that were tapped throughout the state including focus groups of people with disabilities, town meetings, responses procured from community rehabilitation programs, counselors assigned to specialized populations, as well as various state boards and groups focused on the needs of people with disabilities. Five major themes were identified that are capable of being addressed within the purview of IDVR.

Those themes were:

1. **Service Delivery** - While a majority of the respondents expressed satisfaction with IDVR services provided across the state, there were still some demographic pockets of concern where the provision of services could be enhanced. Areas targeted for improvement included a need for stronger up front vocational guidance and counseling, effective and thorough support for job searching, and more thorough discussion regarding SSA work incentives in order to alleviate the fear of losing SSA benefits.
2. **Transitioning Students** - The responses received reflected issues beyond the scope of VR services alone, including the lack of effective family support, inefficient school sponsored work experiences, a disconnect within the smaller communities regarding the inherent value of youth who are attempting to transition into the world of work, as well as a stronger network and coordination among agencies designed to provide the essential support required to ensure the acquisition of meaningful employment that will result in self-sufficiency.
3. **Staff Development**- A number of areas outlining rehabilitation needs suggest that additional training for the counseling staff should be implemented. The areas identified include SSA work incentives, a need to be more proactive in regards to a self-employment strategy for appropriate clients, and a better understanding of mental health and substance abuse issues.
4. **SSA Work Incentives** - There were a myriad of responses outlining the need to provide comprehensive information regarding SSA work incentives in order to allay the fear of losing benefits and take advantage of any work incentives.
5. **Supported Employment Services** - The following comments were recorded in regard to this topic: A stronger focus on community based, integrated employment rather than sheltered

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employment (work services), increased long-term funding for supported employment, and a reduction of the waiting list for funding of supported services.

Individuals with the most significant disabilities, including Supported Employment

IDVR is not operating under an order of selection and is able to serve all eligible Idahoans. At the end of FFY2006, 97 % of all cases open during the year were coded as either significantly disabled (SD) or most significantly disabled (MSD). No one was closed in extended employment in a non-integrated setting.

The Comprehensive Needs Assessment reinforced the need for additional State only funds designated for long-term support. There is a strong consensus among shareholders regarding the need to work closely with IDVR to craft a solution to the long-term support funding shortfall.

Additionally, a stronger focus on community based employment outcomes rather than sheltered workshop (extended employment) has been identified as a need for this population. It should be noted that all clients served in supported employment meet the classification of either SD or MSD. IDVR monitors the proper coding of SD and MSD through its on-going case review process.

Through representation on the SILC, IDVR provides significant input into the development of the State Plan for Independent Living (SPIL). The SILC conducted a series of focus Groups across the state to gather input on the needs of individuals with disabilities, particularly those with the most significant disabilities. IDVR incorporated the results of these focus groups into its Comprehensive Needs Assessment.

Service Needs of Individuals with Disabilities who are Minorities

IDVR addresses services to minority consumers through the hiring of a culturally diverse staff, by providing cultural diversity training to IDVR staff, by hiring bi-lingual vocational counselors to ingress the Hispanic population, and by collaborating with the two Section 121 Tribal Vocational Rehabilitation (TVR) grantees.

The most recent census data indicates that Idaho's two largest minority groups include: Hispanics at 9.1% of the state's population and American Indians at 1.4% of the state's population. In FFY 2006, Hispanics comprised 8.6 % of IDVR clients served. American Indians comprised 2.6 % of IDVR clients served. Historically, particular areas of the state with higher Hispanic populations have been underserved because of the unique barriers related to the culture, which make it difficult to attract participation from that population.

It is important to note that efforts were undertaken to solicit responses from the Hispanic population in regard to the Comprehensive Needs Assessment. In reality, because of the cultural disconnect between this population and government programs, the rate of response was marginal. However, this disadvantage was partially mitigated by the bi-lingual counselors serving this population who were able to elicit some meaningful responses.

Individuals with Disabilities who have been Unserved or Underserved

Historically, transitional students in Idaho have experienced significant barriers when exiting the school system and entering the world of work. The following barriers have been identified:

- More vocational training at the high school level needed (lack of work skills)
- Knowledge of procedural details related to scholarships, applications (employment or school), resumes, etc.
- Access to community resources difficult
- Family support/attitudes
- Limited job opportunities in small communities
- Fear of losing SSA benefits
- Lack of work ethics and experience
- Substance abuse issues
- Transportation

IDVR has identified the transitional population as a major focus area in its current State Plan. The barriers noted above will continue to be addressed by IDVR and partners as outlined in Goal #2 of the State Plan.

Individuals with Disabilities Served through Other Components of the Statewide Workforce Investment System

IDVR is an active participant in the Statewide Workforce Investment System. Each region of the state has established a regular schedule of participation within each One Stop Center. In one particular region the VR counselor is permanently housed within the One Stop Center.

IDVR continues to provide training and information to One Stop Center partners on disability related issues, thus increasing the willingness and ability of all partners to serve individuals with disabilities.

The comprehensive needs assessment identified two areas of concern with regard to individuals with disabilities and the One Stop Centers. 1) A lack of familiarity with the needs of individuals with disabilities 2) difficulty navigating through the one stop system.

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Assessment of the Need to Establish, Develop, or Improve Community Rehabilitation Programs (CRP) within the State

IDVR maintains a CRP specialist who serves as a liaison with CRPs and is vested with the responsibility for insuring that services are delivered consistent with IDVR standards.

There are thirty four Community Rehabilitation Programs in Idaho. Twelve of them belong to a traditional association called the Idaho Association of Community Rehabilitation Programs (IACRP) and twenty two belong to Vocational Providers of Idaho (VPI).

The majority of the IACRP members are accredited by Commission on Accreditation of Rehabilitation Facilities (CARF). The remainder of the CRPs is accredited by Rehabilitation Services Accreditation System (RSAS).

IDVR monitors all CRPs to ensure that they are properly accredited before they are accepted as viable vendors. This monitoring is ongoing to ensure that the accreditation remains active.

Idaho is a predominantly rural state. In several of the rural areas there is very limited choice with regard to CRP vendors available. Currently, IDVR has established a round table discussion with interested stakeholders to address this particular need and strategies that would resolve the current deficit of service providers. It is anticipated that a negotiated solution will be reached during FFY 2008.

**Attachment 4.11(b): ANNUAL ESTIMATE OF INDIVIDUALS TO BE
SERVED AND COST OF SERVICES**

The estimated number of all individuals who are eligible for services under this State Plan:
54,000

1. The estimated number of eligible individuals in FFY 2009 who will receive services on an IPE provided by:
 - a. Title I, Part B: 3285
 - b. Title VI, Part B: 200
 - c. IDVR is not in an order of selection.
2. The estimated cost of services:
 - a. Title I, Part B: \$9,010,885
 - b. Title VI, Part B: \$300,000

Attachment 4.11(c)(1): STATE'S GOALS AND PRIORITIES

The goals and priorities for the Idaho Division of Vocational Rehabilitation (IDVR) are reviewed annually and revised as necessary based on input from a variety of sources including the State Rehabilitation Council (SRC), Agency staff, State Independent Living Council (SILC), Client Advocacy Program (CAP), Tribal VR representatives, the Statewide Comprehensive Needs Assessment, the Field Services Employee Council and the IDVR Management team.

The goals and priorities are developed using information from the Comprehensive Needs Assessment, findings and recommendations from monitoring activities conducted under Section 107, first hand observation and experiences of the rehabilitation managers and field services employee council, input from organizations mentioned in the previous paragraph, and the expectations defined by federal standards and indicators. These goals and priorities were jointly developed and agreed to by IDVR and the State Rehabilitation Council.

The goals and priorities identified for inclusion in this State Plan will be:

- Measurable
- Attainable
- Meaningful based upon the unique needs and circumstances of Idaho, keeping in mind the rural nature of this state and the limited resources available
- Consistent with IDVR's mission and principles
- Disseminated to staff and evaluated annually
- Consistent with federal standards and indicators

Goal #1- Service Delivery: IDVR will provide the services required to ensure that individuals with significant disabilities secure employment and achieve economic self-sufficiency.

Objectives:

- 1.1 Comprehensive vocational guidance and counseling will be consistently provided during the development of the IPE. Case audits at closure and regional reviews will be used to monitor compliance with this goal. A minimum of 300 cases will be monitored for compliance during FFY 2008.
- 1.2 IDVR will collaborate with the WIPA grant awardees housed under the auspices of the Idaho CAP program in order to identify individuals receiving SSA who could potentially benefit from the provision of PASS plans, identification of work incentives and assistance in negotiating the SSA system. This objective will be measured by the number of participants referred to the WIPA grant program. Since this is a new grant program, the total number of participants referred at the completion of FFY 2008 will be used as a baseline from which to measure future increase or decrease of referrals.
- 1.3 IDVR counselors will encourage and support PASS plan development for individuals receiving SSA whenever appropriate, with a goal of 5 PASS plans written for FFY 2008.

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Goal # 2- Transitioning Students: IDVR will partner with the Idaho Department of Education, Special Education, to create regional working groups that include the VR counselor, special education teachers and other pertinent participants to further the cooperation and collaboration of agencies providing services to transition age youths.

Objectives:

- 2.1 IDVR Field Services Chief, along with representatives from Special Education and other community agencies, will establish the framework for regional working groups throughout Idaho. These working groups will standardize the delivery of services within each region and encourage the sharing of resources. By the end of FFY2008, at least one region of the state will be identified as having agency and community participants committed and available to begin the formation of a functional working group. A minimum of one regional group will be established and functioning by the end of FFY 2009.
- 2.2 Based upon the implementation of the working group prototype IDVR will exceed the documented School Work Transition rehabilitations in FFY2008 compared to year end FFY 2007 by 1%.

Goal #3-Staff Development: IDVR will continue to develop and employ qualified staff as defined by the guidelines of the Comprehensive System of Personnel Development (CSPD).

Objectives:

- 3.1 Identify and support counselors employed by IDVR in their efforts to meet the CSPD requirements within the 5-year timeframe in order to maximize the number of counselors with masters level credentials.
- 3.2 Provide staff pertinent training opportunities that enhance their rehabilitation knowledge and professional development.
- 3.3 Training will be provided to staff, based on the results of a regularly scheduled internal regional casework review process, to ensure that competencies are maintained.

Goal #4 Supported Employment (SE): IDVR will provide high quality Supported Employment (SE) services statewide to a greater number of eligible individuals.

Objectives:

- 4.1 IDVR will work with interested state and community partners to craft a strategy to increase the percentage of individuals in long-term community supported employment versus sheltered employment (work services). This goal will be measured by an increase of 1% in community employment placements.

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- 4.2 IDVR will document the need for state funding for long-term support services. This documentation will be used to support the request of an enhancement in state funding in the FFY 2009.

**Attachment 4.11(c)(4): GOALS AND PLANS FOR DISTRIBUTION OF
TITLE VI, PART B FUNDS**

IDVR uses all funds received annually under Section 622 of the Act for the provision of Supported Employment (SE) services for eligible individuals with the most significant disabilities who require supported employment to become employed and who have selected SE as the appropriate employment strategy following a comprehensive assessment of rehabilitation career job needs. All of these funds are allotted as direct client service funds to all IDVR Regional Offices. Individuals receiving services under this funding are experiencing multiple issues that may include extended learning requirements, inappropriate job behavior, difficulties in interaction with the supervisor, coping with changes on the job such as job tasks, coworkers, supervisors as well as transportation issues.

Supported Employment services include situational assessment, job placement and job coaching, placement and follow-along, as well as transportation and other supportive services when justified.

The priorities for the strategy for FFY 2009-2010 include the following:

1. A continued emphasis on community based integrated employment rather than sheltered employment (work services)
2. Pursuit of increased long-term state funding for supported employment
3. Continued efforts towards a reduction of the waiting list for funding of long-term supported employment services
4. Investigation into the viability of using Social Security work incentives such as Impairment Related work Expenses (IRWE) as a means of client/self funded long term support.

Attachment 4.11(d): STRATEGIES

The following strategies have been identified to support the needs identified in the FFY 2007 Comprehensive Statewide Needs Assessment as described in Attachment 4.11(c)(1) and the agency goals and priorities. These strategies will be implemented in order to achieve Agency goals and priorities, support innovation and expansion activities, and overcome any barriers to accessing the vocational rehabilitation and supported employment programs.

These strategies are subject to change due to the nature of the strategies and the continuous evolution of concerns related to disability issues in the state. The Agency continuously monitors these strategies based on current circumstances, striving to stay in tune with the needs of Idahoans with disabilities.

Attachment 4.11(d)(1)(A): EXPANSION AND IMPROVEMENT OF SERVICES TO INDIVIDUALS WITH DISABILITIES AND ASSISTIVE TECHNOLOGY SERVICES AND DEVICES

Strategy 1: Assistive Technology Services and Devices

In January 2007, IDVR revised the Agency Field Services Policy Manual for the express purpose of standardizing service delivery statewide. The manual states:

“Rehabilitation technology services (assistive/adaptive technology) may be provided as compensatory strategies to increase, maintain, or improve functional capabilities of individuals with disabilities. Rehabilitation technology services may be provided at any time in the rehabilitation process, including the assessment for determining eligibility and vocational rehabilitation needs, extended evaluation, services provided under an IPE, and post employment services. Rehabilitation technology, including telecommunications, sensory, and other technological aids and devices are exempt from a determination of the availability of comparable services and benefits. If, however, comparable services or benefits exist under any other program and are available to the individual, IDVR must use those resources to meet in whole or part, the costs of the vocational rehabilitation services. (For further information, please review the series of comprehensive fact sheets provided by Idaho Assistive Technology Project located on the IDVR internet web site. There are also direct links to the Idaho Assistive Technology Project web site at that location)”.

In 2007, the Idaho Assistive Technology Project received a demonstration grant for the purpose of recycling and reutilization of durable medical equipment such as wheel chairs and scooters. IDVR has agreed to provide assistance in picking up equipment and transporting it to the various recycling centers that will be established throughout the state. VR staff can be utilized when the task of acquiring this equipment is compatible with the counselor’s travel plans on particular days.

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IDVR will continue to focus upon efficient usage of rehabilitation technology enhancements as they become available on the market. This equipment will be utilized to overcome barriers that would otherwise impede the achievement of a desired vocational outcome.

Strategy 2: Expansion and Improvement of Services to Individuals with Disabilities

- IDVR will create a new review instrument to be used for internal casework audits that will identify current practices that do not meet Agency or federal standards as well as identify examples of “best case practice”. The Agency recognized a need to create a better evaluation tool as a direct outcome of the last Federal 107 review, which identified specific casework requirements that were not adequately addressed or documented.
- IDVR has developed a series of Critical Caseload Templates that each counselor is utilizing as a desk aid. These templates, along with ongoing Regional training, will ensure that staff is familiarized with a broad range of services and devices. The success of this strategy will be measured by client satisfaction surveys conducted at the closure of cases after the provision of an IPE, including outcomes that involved the acquisition of assistive technology.
- Collaborate with other state agencies and organizations to address disability related issues as they arise.
- IDVR staff will participate on regional or statewide transportation committees that are developed to expand or create options for public transportation and to represent the interests of Idahoans with disabilities.
- Actively support IDVR clients in their participation in Mental Health Court in communities where this program has been implemented.
- Invite community rehabilitation partners to attend relevant trainings sponsored by IDVR, including the annual in-service training when appropriate.
- Extend invitations to the Tribal VR representative to attend quarterly IDVR management meeting and staff trainings.

Attachment 4.11(d)(1)(B): OUTREACH TO SERVE THE MOST SIGNIFICANTLY DISABLED WHO ARE MINORITIES OR UNSERVED OR UNDERSERVED

Strategy 1:

The triennial needs assessment recently conducted specifically identified as underserved, individuals requiring long-term supportive employment services. A major emphasis is being undertaken as evidenced by the agency’s stipulated intent identified in goal #4 (see section 4.11(c) (1)) to recruit other organizations and state agencies with similar objectives to advocate for help in securing additional resources. These resources will be used to increase the percent of individuals participating in community based, integrated, supported employment.

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Strategy 2:

Because of the homogeneity of Idaho's population base, there are very few minorities. Overall, the population of Idaho is being served equitably across the state. The primary minority and underserved population is the Hispanic population, many of whom enter the state on a seasonal basis to work in agriculture. IDVR will continue to outreach and serve the Migrant population with a five year grant designed to increase community awareness of this population and identify community resources available as comparable benefits. In order to actively encourage participation by potential clients, IDVR will also address family issues which could potentially conflict with the individual's capacity to participate in an IPE or pursue and maintain successful employment. This grant is currently in its fourth year and will continue to be measured by performance objectives established for the final two years on an incremental basis. This particular demographic population experiences a large number of individuals with the most significant disabilities based upon the labor intensive nature of the work and other occupational hazards related to seasonal and migratory farm work as well as cultural and education barriers.

Strategy 3:

Another underserved population is the American Indians. In Idaho, there are currently two Section 121 Vocational Rehabilitation projects with another (Bannock/Shoshone) in the process of reapplication. General IDVR counselors meet minimally on a monthly basis with the two projects mentioned above. In addition, a general IDVR counselor maintains monthly contact with the Bannock/Shoshone tribal population. IDVR general counselors will open tribal cases periodically when requested by an individual or a project representative.

Attachment 4.11(d)(1)(C): DEVELOPMENT AND IMPROVEMENT OF THE STATE COMMUNITY REHABILITATION PROGRAMS (CRPs)

Strategy 1

It has been identified in the Triennial Needs Assessment that there are particular rural areas of the state in which adequate Community Rehabilitation Program coverage is not available. In order to rectify this deficit, the agency has initiated a round table discussion with interested stakeholders to address this particular need and strategies intended to resolve the current deficit of service providers in some rural areas of the state.

Strategy 2:

In Idaho, the CRP programs function as independent vendors structured on a fee for service basis. In order to assure the highest quality service outcome to Agency clientele, each vendor must be certified by one of two National Certification entities. The first is the Commission on Accreditation of Rehabilitation Facilities (CARF). The second is the Rehabilitation Services Accreditation System (RSAS).

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Strategy 3:

A pilot project was developed in 2005 to provide an installment payment incentive for participating CRPs rather than the traditional method of fee-for-service. The intent is to increase efficiency in service delivery and encourage a positive employment outcome for the client. The payments for services are based upon certain milestones being achieved in the job search process, with the greatest financial reward to the CRP coming at the time of successful closure. The cost to the agency remains neutral when compared to fee-for-service but the emphasis has been shifted for the CRPs to a successful employment outcome rather than merely the provision of vocational services. To date, the program is still in pilot status with the prospect of expansion into the Northern region. It is anticipated that this service delivery payment option will be expanded statewide within the next three years as more CRPs are able to financially accommodate the initial start up of an incremental payment schedule. Currently, there are two CRPs participating with several more expressing an interest. Overall, the outcomes have met expectations by expediting the outcomes in a more efficient manner than the traditional hourly fee for service.

Attachment 4.11(d)(1)(D): IMPROVEMENT OF THE STATE'S FEDERAL EVALUATION STANDARDS AND PERFORMANCE INDICATORS

Strategy:

In FFY2006, IDVR met or exceeded all the federal Standards and Indicators. The Agency continues to closely monitor monthly performance levels to ensure that the outcomes for FFY2007 and FFY2008-2010 will reflect that same level of performance.

Additionally, IDVR regularly educates management and staff regarding their responsibilities towards meeting these goals. Progress is monitored regularly by the Field Services Chief.

Attachment 4.11(d)(1)(E): STRATEGIES FOR ASSISTING OTHER COMPONENTS OF THE STATEWIDE WORKFORCE INVESTMENT SYSTEM IN ASSISTING INDIVIDUALS WITH DISABILITIES

Strategy 1:

In 2005, Governor Kempthorne consolidated six former Workforce Investment areas into two. The Workforce Development Council is now the sole Workforce Investment Board in the state to oversee a statewide regional planning area. This requires the Council to exercise special responsibility for development and oversight of the state's workforce development infrastructure and program.

IDVR is actively involved as a Workforce Development partner in Idaho. A representative from IDVR regularly attends meetings with other Workforce Development partners to help set the agenda for the Quarterly Workforce Development Council

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meetings to ensure relevant topics are included for discussion or vote, to share important information regarding agency/community resources for mutual clientele, and provide information to the Board on selected issues. The partners promote system integration to the maximum extent feasible through the cross training of staff and participation in a continuous improvement process designed to increase outcomes and customer satisfaction. IDVR will strive to maintain this high level of cooperation and participation.

Strategy 2:

Currently, IDVR staff has a close working relationship in each of the One-Stop Centers across the state. A survey was conducted in 2006 to determine the current level of participation and interaction IDVR staff has in each of the One-Stop Centers. While each region's participation is customized to the needs and culture of the particular region, it was evident that a close working partnership exists with the One-Stops and WIA partners. At least one IDVR staff member is assigned at each of the local One-Stop Centers. The staff member has a regular schedule of attendance at the One-Stop or is on call with a five-minute response time due to the close proximity of the offices. The partners share resources where possible in accordance with each agency's guidelines when working with common clientele. IDVR will continue to maintain a close working relationship with the One-Stop Centers and partner agencies.

The comprehensive assessment identified concerns with some One Stop staff who do not demonstrate adequate understanding of disability issues and needs. In an effort to rectify this deficit, IDVR has chosen to invite key members of the One Stop program to attend a VR sponsored management meeting. The purpose of this invitation is to provide guidance and disability awareness to those keys DOL staff who are responsible for assisting individuals with disabilities to access the One Stop System. Opportunities for additional training in a more informal manner will be planned as well.

Attachment 4.11(d)(2)(A), (B) and (C): EXTENT TO WHICH THESE STRATEGIES WILL BE USED TO ADDRESS THE GOALS IDENTIFIED IN THE NEEDS ASSESSMENT, SUPPORT THE INNOVATION AND EXPANSION ACTIVITIES AND OVERCOME IDENTIFIED BARRIERS

Finding qualified applicants for vacant counselor positions presents a challenge in the state. The Agency is actively working to recruit qualified master's level applicants; however, this has proven to be a difficult task. Attachment 4.10 addresses this staffing issue. Quality staff will enhance service delivery and outcomes for Agency clients, add credibility to the mentoring/role, model activities provided to client and ensure that staff is knowledgeable regarding counseling theories and general career guidance expertise. By focusing upon a high standard of professional competency, this emphasis will enhance the Agency's ability to meet or exceed the Federal Evaluation Standards and Performance Indicators.

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Adequate funding to meet the demand is always an issue with the Agency and will continue to be of concern as costs for services increase. The use of comparable benefits will help to supplant Agency funds that can then be used elsewhere. The Statewide Needs Assessment indicated an overall theme regarding the need for additional funds for support services for individuals. The collaboration with other agencies and continued focus on WIA partners and SSA work incentives will assist in the on-going search for comparable benefits.

Transitioning youth are of concern both on a state and national level. A recent news release from Washington D.C. explains the continued need to address high school age youth and to reduce drop out rates. According to John Podesta, President and CEO of the Center for American Progress, "America is facing a drop out crisis". Two out of three students leave high school unprepared for college or the modern workplace. Minority and low income students are particularly at risk. This includes individuals with disabilities. By partnering with other agencies through the Inter-Agency Secondary Transition Working Group and other interested organizations, the resources and expertise provided to this population are greatly increased. This will address the drop out rate and enable students to become better prepared for employment.

The most recent 107 Monitoring Review indicated a deficit in the provision of standardized services statewide. A number of corrective action measures have been taken to ameliorate this concern. These strategies will support goals # 1 and # 3 promulgated in Attachment 4.11(c)(1) as well as support innovation and expansion activities.

- Field Services Policy Manual. A comprehensive Field Services Policy Manual has been completed and is available on the Agency internet web site. This manual has defined the spectrum of services and the intent behind those services. This document has dramatically increased the standardization of service delivery.
- Critical Case Management Templates. The counselor now has access to a desk reference that specifically outlines the various Federal/State protocols that must be addressed at the various junctures of case progress from Application through Post-Employment services.
- Internal agency quality assurance review document. The Agency has revised the internal audit to ensure that more focus is placed upon the consistency and validity of service delivery. The new review instrument is used to identify examples of "best case practice" and areas that do not meet Agency and federal standards as well the new client surveys will be used as a training tool for continuous improvement.

In order to overcome identified barriers relating to equitable access to and participation of individuals with disabilities, IDVR has established a collaborative relationship with the Idaho Assistive Technology Project, which assures that the latest rehabilitation

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technology is available to clientele throughout the state. In addition, by supporting the Reutilization Demonstration Grant, individuals with the most significant disabilities will have better access to durable medical equipment that will enable them to actively participate in independent living, supported employment and other vocational activities.

Attachment 4.11(e)(2): EVALUATION AND REPORTS OF PROGRESS FOR FFY 2007

The Idaho Division of Vocational Rehabilitation maintains an effective working relationship with the State Rehabilitation Council (SRC) to ensure that the rehabilitation needs of individuals with disabilities are effectively communicated. The Division meets with the SRC on a quarterly basis where Division staff share the State goals and priorities and input is solicited from the Council. The Division regularly consults with the Council regarding the development, implementation and revision of State policies and procedures pertaining to the provision of Vocational Rehabilitation services. The SRC conducts annual client satisfaction surveys in two regions of the state. IDVR integrates that information, along with the survey information collected by IDVR from the remaining regions of the state, into the development and implementation of training that is conducted throughout the state. The survey results, along with the training that is adapted from those results, is designed to have a positive impact on the Federal Standards and Indicators that govern the outcome of the VR program.

The SRC and the Division built a specific communication plan designed to better manage the relationship between the two organizations. One component of the plan is for the Division's Administrator and the SRC Chairman to communicate by phone at a minimum of once every two weeks to discuss on-going items of concern. This has worked relatively well in maintaining communication. Every new policy developed by the Division is submitted to the SRC for discussion. Discussions typically occur prior to the final draft of the policy. On occasion, the SRC will vote on a policy change by the Division after discussion is concluded. If timeliness is a concern, the SRC receives information on important items by e-mail. Some of the SRC business is also conducted through the use of e-mail.

SRC members, especially the Chairman, are invited to IDVR's quarterly management meetings. In these meetings, the opportunity is afforded for interaction with Division Management Staff. The SRC is invited and encouraged to attend and participate in national and regional meetings as well. For example, SRC members have attended the last several regional and national CSAVR meetings.

ACTIONS TAKEN IN SUPPORT OF IDVR GOALS AND PRIORITIES IDENTIFIED IN THE FFY 2005/06/07 STATE PLAN:

Goal 1: To More Effectively Accommodate Increased Caseloads/Referrals.

Performance Strategies/Measures:

- 1.1 **FFY 2005/06/07 Objective (Priority):** The Division will restructure its management configuration. The structure design will increase efficiency in

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processing and serving the increased client population across the state.

FFY 2006/07 Achieved: The restructure configuration for senior management was finalized during FFY2007. In addition, a new region dedicated exclusively to individuals under the jurisdiction of the state correctional system and a region exclusively dedicated to school transition and mental health populations contributed to a significant increase in rehabilitation outcomes as well as the statewide rehabilitation rate. These outcomes are verified in the following statistics:

FFY2006: rehabilitations = 1996 rehabilitation rate = 62.5%

FFY2007: rehabilitations = 2120 rehabilitation rate = 65.5%

- 1.2 **FFY 2005/06/07 Objective (Priority):** The new Correction Region will institute meetings that will provide education about the VR process that will build closer professional relationships between IDVR and Correction's staff in the Boise Metropolitan vicinity.

FFY 2006/07 Achieved: Quarterly meetings with the Idaho Department of Corrections (adult) are on-going throughout the year. By maintaining this contact, the regional manager is able to ensure a close working relationship with the department. This relationship is currently reflected in an innovative training program in which the agency and the department collaborate to ensure a select number of clients are competitively trained as welders prior to release. This program was created as a result of a statewide needs assessment completed by the Department of Labor that demonstrated a shortage of trained welders in Idaho. This training program is currently in its second session of trainees with an anticipated successful placement of all participants. The average wage for welders in Idaho ranges from \$11.20 to \$18.17 per hour. This wage level positively impacts Federal Performance Indicator 1.3.

On an annual basis twelve monthly meetings are conducted with the Department of Juvenile Corrections. These meetings ensure that the probation officers and vocational counselors maintain a close, collaborative relationship.

The regional rehabilitation numbers increased 6% between FFY 2006 and FFY 2007.

Goal 2: To Decrease the Number of Individuals with Disabilities who are Closed Unsuccessfully.

Performance Strategies/Measures:

- 2.1 **FFY 2005/06/07 Objective (Priority):** Continued monitoring of the change in time limit for moving from eligibility status to plan status.

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FFY2006/07 Achieved: The trend continues to move in the intended direction. For FFY 2007, there were 436 fewer unsuccessful closures than FFY 2006.

Goal 3: Marketing/ Employer Development.

Performance Strategies/Measures:

- 3.1 FFY 2005/06/07 Objective (Priority):** The Division created a full-time job developer position for the Boise metropolitan vicinity. Additionally, the Division created a pilot project in the Lewiston Region in which a Vocational Rehabilitation Assistant assumed part-time duties as a job developer. Both of these positions were created to enhance employment outcomes.

FFY 2007 Achieved: During FFY 2007, the statistics for the part -time job developer included: 42 employers contacted, 13 placements initiated, 200 hours utilized for placement.

During the third quarter of FFY 2007, the full –time job developer terminated her position. To date, that position has not been filled. Prior to termination of the position, 17 rehabilitations were achieved, 154 employer contacts were initiated, and 36 employer placements were achieved.

Both of these job development assignments supported the significant increase in the agency’s overall rehabilitation outcomes and positively impacted Federal Performance Indicators 1.1 and 1.2.

Goal 4: Funding:

Performance Strategies/Measures:

- 4.1 FFY 2005/06/07 Objective (Priority):** The Division will apply for the Work Incentives Planning and Assistance grant (WIPA).

FFY2006/07 Achieved:

1. Although the Division was not awarded the grant, our partner, the State Planning and Advocacy Agency (CO-AD), did secure the grant. Since both programs serve a mutual population, it is the intent of IDVR and CO-AD to collaborate during FFY2008 to ensure maximum benefit to clients. In 2007, the WIPA staff provided training to IDVR staff statewide using the agency’s teleconference technology. The training served to introduce the WIPA grant to IDVR staff and instruct staff in the protocol of referrals to the grant.
2. IDVR staff has been prepared to commence referrals effective October 2007.

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It is anticipated that this partnering, beginning in FFY2008, will result in a positive impact on Federal Standards and Indicators 1.1 and 1.4.

Goal 5: To Maintain the Level of Supported Employment Services Required to Meet the Needs of Individuals with the Most Significant Disabilities:

Performance Strategies/Measures:

- 5.1 FFY 2005/06/07 Objective (Priority):** IDVR will continue to allocate all Title VI Part B funding as direct client service funds. The Extended Employment Services Program (EES) is the primary provider of long-term support. The program also assists in coordinating DD waiver funding through Medicaid. (See Attachment 4.8(b)(4)).

FFY 2007: Achieved: The two full time staff assigned to the EES program continue to focus on issues of timely tracking of utilization of funds, and monitoring of the number of clients served by the program. They are successfully coordinating funding with the DD waiver through Medicaid. Discussions regarding the timely movement of individuals off the waiting list, as well as the development of strategies to increase the numbers of individuals receiving community services vs. extended employment services have included numerous community partners. While no resolution is in sight regarding the necessary increase in funding, the agency continues its efforts to secure additional funding through state and other sources.

Attachment 4.11(e)(2)(D): STATUS OF EVALUATION STANDARDS AND PERFORMANCE INDICATORS for FFY 2007

Current status (FFY 2007) of IDVR's Standards and Performance Indicators:

Evaluation Standard 1: Employment Outcomes

Performance Indicator 1.1:

The Number of Individuals Achieving Employment Outcomes During the Current Performance Period Compared to the Number from the Previous Performance Period.

FFY 2007: 2120 Rehabilitations - Indicator Passed

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Performance Indicator 1.2:

The Percentage of Individuals Receiving Services Under an Individualized Plan for Employment Who Achieve Employment Outcomes.

FFY 2007: 65.5%- Indicator Passed

Performance Indicator 1.3:

Competitive Employment Outcomes as a Percentage of all Employment Outcomes.

FFY 2007: 98.4%-Indicator Passed

Performance Indicator 1.4:

Competitive Employment Outcomes for Individuals with Significant Disabilities as a Percentage of all Individuals with Competitive Employment Outcomes.

FFY 2007: 99.1% -Indicator Passed

Performance Indicator 1.5:

The Ratio of the Average VR Hourly Wage to the Average State Hourly Wage.

FFY2007: .64 -Indicator Passed

Performance Indicator 1.6:

The Percentage of Individuals Achieving Competitive Employment Outcomes Who Report Their Own Income as the Primary Source of Support at Application Compared to at Closure.

FFY2007: 68.8% - Indicator Passed

Evaluation Standard 2: Equal Access to Services

Performance Indicator 2.1:

Access to Services for Minorities as Measured by the Ratio of the Minority Service Rate to the Non-Minority Service Rate.

FFY 2007: .864 -Indicator Passed

Since IDVR has met or exceeded all Federal Indicators, the intent is to sustain that level of performance in FFY2008.

**Attachment 4.11(e)(2)(E): UTILIZATION OF THE FUNDS RESERVED FOR
INNOVATION AND EXPANSION ACTIVITIES IN FFY 2007**

IDVR provides funding support for the State Rehabilitation Council expenditures including travel, lodging, advertising for town meetings, supplies, meeting room rentals,

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interpreters when necessary, facilitation services, and costs related to consumer satisfaction/outreach surveys,

Cost: \$20,069.18

Funding support for the State Independent Living Council (SILC) is also allocated out of Innovation and Expansion funding. IDVR has allocated 71% of independent living funding provided through Title I to the SILC. The remaining 29% is distributed directly to the Disability Action Center. (a center for independent living). The SILC is responsible for disseminating funding to the other Centers for Independent Living statewide.

Cost:

SILC: \$ 130,791.00

DAC: \$ 53,445.00

Attachment 6.3

QUALITY, SCOPE AND EXTENT OF SUPPORTED EMPLOYMENT SERVICES

The Idaho Division of Vocational Rehabilitation (IDVR) provides the full scope of Community Supported Employment Services (CSE) to those Vocational Rehabilitation (VR) eligible individuals with the most significant disabilities, who require extended services to maintain employment, and have at least a reasonable expectation that a source of extended services (long-term support) will be available at the time of transition. CSE includes, if necessary, situational assessments through Trial Work Experiences (TWE), or other diagnostic strategies, to assess the individual's interests and abilities.

Once an appropriate Community Supported Employment position is identified for an individual, IDVR provides supported employment job coaching services for a period of up to 18 months. The services can be extended beyond 18 months, when appropriate, upon agreement of the consumer and the counselor.

Community Supported Employment Services provided to individuals are coordinated through an Individualized Plan for Employment (IPE) that includes a description of the services needed, the identification of the state, federal, or private programs that will provide the continuing support; and the basis for concluding that continuing support is available.

Community Supported Employment Services include the following:

1. If necessary, a supplemental evaluation to the evaluation of the rehabilitation potential provided under 34 CFR, Part 361.
2. Job developmental and placement into competitive, community integrated employment.
3. Traditional time-limited services needed to support the training in employment.
4. Any other service that would be identified as requisite to the targeted supported employment outcome.

Each individual's IPE describes the timing of the transition into extended services, which is to be provided by the long-term support provider following the termination of time-limited services by IDVR.

All Community Supported Employment Services are provided by qualified Community Rehabilitation Programs (CRPs) who have demonstrated the capacity to provide the service and are accredited by either the Commission on Accreditation of Rehabilitation Facilities (CARF) or Rehabilitation Services Accreditation Systems (RSAS) accredited. Community Supported Employment Services are purchased through Title VI-B and Title 110 funds.

Current Idaho Division of Vocational Rehabilitation (IDVR) policy and the Federal regulations require a third party commitment in writing, to designate the long-term support provider. Since 07/01/2004, the Extended Employment Services (EES) Program under the IDVR is the main

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provider of long-term support, although those individuals who qualify for the DD waiver can use Medicaid funds. A CSE participant may only be transitioned to long-term support based on an assessment of rehabilitation goal achievement and job stability. Periodic monitoring occurs to ensure that each individual receiving Community Supported Employment Services is making satisfactory progress.

During FFY 2007, the Idaho State Legislature approved the rules governing the IDVR Extended Employment Services (EES) program.

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CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT NAME Idaho Division of Vocational Rehabilitation	PR/AWARD NUMBER AND / OR PROJECT Title I Basic Support
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Michael Graham, Administrator	
SIGNATURE	DATE:

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CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

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(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT NAME Idaho Division of Vocational Rehabilitation	PR/AWARD NUMBER AND / OR PROJECT Title VI Supported Employment
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Michael Graham, Administrator	
SIGNATURE	DATE:

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Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: IV. ORGANIZATION SPECIFIC POLICIES AND PROCEDURES

Subsection: F. Division of Vocational Rehabilitation

April 2002

F. Division of Vocational Rehabilitation

1. Purpose

The Idaho Division of Vocational Rehabilitation is charged with the responsibility of assisting physically and mentally disabled citizens to become employed in realistic and permanent work. Assistance eligibility is based on:

- a. The presence of a physical or mental disability that for the individual constitutes or results in a substantial handicap to employment.
- b. A reasonable expectation that vocational rehabilitation services and assistance may benefit the individual in terms of employability.

2. Delegation of Authority

The Board delegates to the administrator of the Division of Vocational Rehabilitation the responsibility to manage and supervise the division in accordance with the applicable provisions of the Governing Policies and Procedures of the Board. The chief executive officer is also responsible for the preparation and submission of an agenda for matters related to the Idaho Division of Vocational Rehabilitation for Board review and action.

3. Responsibilities of the Division

The Division of Vocational Rehabilitation is charged with two (2) major responsibilities: Management of the State/Federal Vocational Rehabilitation Program and management of the State Renal Disease Program.

a. Vocational Rehabilitation

The division serves individuals with chronic mental or physical disabilities if the disability(ies) present a substantial handicap to employment and if there is a realistic expectation that the division can provide a service that will assist the individual in becoming employed. Funding for this program is provided through state appropriations, federal and other sources. While age does not play a direct role in eligibility determination, there must be a reasonable expectation that the individual can gain and maintain employment. Employment is the primary goal of this program, and the following services are provided on an as-needed basis:

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- (1) Evaluation of rehabilitation potential, including diagnostic and related services incidental to the determination of eligibility for, and the nature and scope of services to be provided.
- (2) Guidance and counseling, including personal adjustment counseling, to maintain a relationship throughout a handicapped individual's program of services; and referral necessary to aid handicapped individuals in securing needed services from other state/federal agencies when such services are not available from the division.
- (3) Physical and mental restoration services.
- (4) Vocational and other training services, including personal and vocational adjustment, books, tools, and other training materials.
- (5) Maintenance.
- (6) Transportation.
- (7) Services to members of a handicapped individual's immediate family when such services are necessary to the adjustment and rehabilitation of the handicapped individual.
- (8) Interpreter services for the deaf.
- (9) Telecommunications, sensory and other technological aids and devices.
- (10) Recruitment and training services to provide new employment opportunities in the fields of rehabilitation, welfare, public safety, law enforcement, and other appropriate public service employment.
- (11) Placement in suitable employment, including post-employment services, necessary to assist handicapped individuals in maintaining suitable employment.
- (12) Occupational licenses, tools, equipment, initial stocks (including livestock), and other goods and services which can reasonably be expected to benefit a handicapped individual in terms of employability and the maintenance of employability.

b. Renal Disease

The division manages its appropriated funds to assist individuals with chronic renal failure. State-appropriated funds are used to help cover the catastrophic costs of this serious, life-threatening disease. The division coordinates the medical management of this program, and coordinates its payments with the

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client's ability to pay, private insurance payments, and Medicare and Medicaid payments. Age is not a factor in determining eligibility for this program.

4. Internal Policies and Procedures

The chief executive officer may establish additional policies and procedures for the internal management of the Idaho Division of Vocational Rehabilitation which complement, but do not supplant, the Governing Policies and Procedures of the Board. Such internal policies and procedures are subject to Board review and action.

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Idaho Statutes

TITLE 33
EDUCATION
CHAPTER 22

VOCATIONAL EDUCATION -- FEDERAL AID

33-2211. POWERS OF STATE BOARD FOR PROFESSIONAL-TECHNICAL EDUCATION. The state board for professional-technical education shall have the power:

1. To adopt rules for its own government, the government of the Eastern Idaho Technical College and any professional-technical or vocational rehabilitation program, including programs under chapters 22 and 23, title 33,

Idaho Code;

2. To employ professional and nonprofessional persons and to prescribe their qualifications;

3. To acquire and hold, and to dispose of, real and personal property, and to construct, repair, remodel and remove buildings;

4. To contract for the acquisition, purchase or repair of buildings, in the manner prescribed for trustees of school districts;

5. To dispose of real and personal property in the manner prescribed for trustees of school districts;

6. To convey and transfer real property of the college upon which no buildings used for instruction are situated, to nonprofit corporations, school districts, community college housing commissions, counties or municipalities, with or without consideration; to rent real or personal property for the use of the college, its students or faculty, for such terms as may be determined by the state board for professional-technical education; and to lease real or personal property of the college not actually in use for instructional purposes on such terms as may be determined by the state board for professional-technical education;

7. To acquire, hold, and dispose of, water rights;

8. To accept grants or gifts of money, materials, or property of any kind

from any governmental agency, or from any person, firm, or association, on such terms as may be determined by the grantor;

9. To cooperate with any governmental agency, or any person, firm or association in the conduct of any educational program; to accept grants from any source for the conduct of such program, and to conduct such program on, or

off, campus;

10. To employ a president of the college and, with his advice, to appoint such assistants, instructors, specialists and other employees as are required for the operation of the college; to fix salaries and prescribe duties; and to

remove the president or other employees in accordance with the policies and rules of the state board of education;

11. With the advice of the president, to prescribe the courses and programs of study, the requirements for admission, the time and standards for completion of such courses and programs, and to grant certificates or associate of applied science degrees for those students entitled thereto;

12. To employ architects or engineers in planning the construction, remodeling or repair of any building or property and, whenever no other agency

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is designated by law so to do, to let contracts for such construction, remodeling or repair and to supervise the work thereof;

13. To have at all times, general supervision and control of all property, real and personal, appertaining to the college, and to insure the same.

TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 52

IDAHO ADMINISTRATIVE PROCEDURE ACT

67-5229. INCORPORATION BY REFERENCE. (1) If the incorporation of its text

in the agency rules would be unduly cumbersome, expensive, or otherwise inexpedient an agency may incorporate by reference in its rules and without republication of the incorporated material in full, all or any part of:

(a) A code, standard or rule adopted by an agency of the United States;

(b) A code, standard or rule adopted by any nationally recognized organization or association;

(c) A code or standard adopted by Idaho statute or authorized by Idaho statute for adoption by rule; or

(d) A final rule of a state agency; provided however, that a state agency

shall not adopt a temporary rule incorporating by reference a rule of that

agency that is being or has been repealed unless the rule providing for the incorporation has been reviewed and approved by the legislature.

(2) The agency shall, as part of the rulemaking:

(a) Note where copies of the incorporated material may be obtained or electronically accessed; and

(b) If otherwise unavailable, provide one (1) copy of the incorporated material to the Idaho supreme court law library.

(3) The incorporated material shall be identified with specificity and shall include the date when the code, standard or rule was published, approved

or became effective. If the agency subsequently wishes to adopt amendments to previously incorporated material, it shall comply with the rulemaking procedures of this chapter.

(4) Unless prohibited by other provisions of law, the incorporated material is subject to legislative review in accordance with the provisions of

section 67-5291, Idaho Code, and shall have the same force and effect as a rule.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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SUBJECT

Transfer of GEAR UP Idaho Staff and Funding

REFERENCE

April 17, 2008

Discussion Postponed to June Regular meeting

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 as soon after the fiscal year as possible.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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JUNE 19-20, 2008

SUBJECT

Approval of Institution, Agency, and Special/Health Programs Strategic Plans

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.1.
Section 67-1901 through 67-1903, Idaho Code

BACKGROUND

The State of Idaho requires the Board and institutions and agencies of the board submit a strategic plan each year in July. These draft strategic plans have been developed by institutions' and agencies' staff.

The Office of the State Board of Education (OSBE), in compliance with Board policy I.M.1., distributed guidelines for the submittal of strategic plans to each institution, agency, and special/health program. Guidelines were developed based on the approved State Board of Education (SBOE) Strategic Plan pursuant to the Division of Financial Management (DFM) guidelines.

DISCUSSION

Strategic plans must be submitted to DFM annually in July. Many institutions and agencies have comprehensive, lengthy strategic plans. The plans submitted for the purposes of this requirement are condensed to meet OSBE and DFM guidelines. Full plans are available to the Board upon request.

Most of the institutions and agencies worked diligently to meet the requirements this year. Training will be developed and implemented in the Fall of 2008 to better prepare the institutions and agencies in meeting the required guidelines in the future.

The guidelines set by OSBE followed DFM requirements. OSBE requested that strategic plans include the following (and should follow the general format of the Board's approved 2008 Strategic Plan):

- * ***Vision and/or Mission Statement:*** Provide a comprehensive outcome-based statement covering major division and core functions of the agency.
- * ***Goals for major divisions:*** A goal is a planning element that describes the broad condition or outcome that an agency or program is trying to achieve.
- * ***Objective:*** The objective is a planning element that describes how the agency plans to achieve a goal.
- * ***Performance Measures:*** Performance measures assess the progress the agency is making in achieving a goal (quantifiable indicator).
- * ***Benchmarks:*** Benchmarks are performance targets for each performance measure for at a minimum the next fiscal year (and an explanation of how the benchmark level was established which can mean an industry standard or agency research of circumstances that impact performance capabilities).
- * ***External Factors:*** Identify external factors that are beyond the control of the agency that affect the achievement of goals.

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IMPACT

Once approved, OSBE will submit the strategic plans to DFM. If the Board does not approve the strategic plans as submitted, the Board may direct staff to work with the agencies, institutions, and special/health programs to revise their strategic plans.

ATTACHMENTS

Attachment 1 –	OSBE Scholarships & Grants	Page 4
Attachment 2 –	OSBE WICHE Professional Student Exchange	Page 7
Attachment 3 –	OSBE University of Utah Medical Education Program	Page 9
Attachment 4 –	OSBE Family Medicine Residency of Idaho	Page 11
Attachment 5 –	OSBE Rural Physician Incentive of Idaho	Page 15
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STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed the strategic plans submitted by the institutions, agencies, and special/health programs. While there is some deviation in the plans, staff recommends approval of the strategic plans as submitted this year. Staff recommends that the Board inform institutions and agencies that plans submitted in the future that do not meet the format guidelines requested by OSBE, as directed in Board Policy, will not be approved.

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BOARD ACTION

A motion to approve the 2009-2013 Institution, Agency, and Special/Health Program Strategic Plans as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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JUNE 19-20, 2008**

**Office of the State Board of Education
Scholarships and Grants
2009-2013 Strategic Plan**

Mission Statement

The State Board of Education provides administrative oversight for a variety of programs designed to assist Idaho students who are pursuing postsecondary education. These programs include a range of scholarships, grants, and work-study opportunities, and reflect the Board of Education and the Legislature's belief that substantial economic and social benefits accrue to the state if deserving students have the option and, were possible, financial assistance in gaining a good education. Listed below are programs currently administered for the Board by the Office for the Board:

Program	Type	Funding Source
Robert R Lee Promise A	Scholarship	State
Robert R Lee Promise B	Scholarship	State
Atwell Parry	Work Study Program	State
Minority "At Risk"	Scholarship	State
Teachers/Nurses	Loan Forgiveness	State
Freedom	POW/MIA Scholarship (Fee Waiver)	State
Public Safety Officer	Scholarship (Fee Waiver)	State
Grow Your Own Teacher	Scholarship	State
Leveraging Educational Assistance	Scholarship	State/Federal
Byrd Honors	Scholarship	Federal

Goal I

Increase access to postsecondary education and improve the continuation rate for Idaho high school graduates by helping students pay for educational costs.

Objective 1

Administer all assigned programs in a manner that ensures maximum effective use of state and federal resources.

Performance Measure

Percentage of all secondary completers continuing to postsecondary education.

Percentage of eligible applicants served by each program.

Benchmark

Fifty percent of all secondary completers continue to postsecondary education within 3 years of high school graduation.

One hundred percent of eligible applicants receive timely processing of their applications.

Objective 2

Establish a new need/merit based scholarship program designed to encourage and assist well qualified students from low income families to attend postsecondary education.

Performance Measure

Enabling legislative proposal processed through DFM to the Legislature

Benchmark

Program reviewed and supported by executive/legislative leadership

Objective 3

Increase the number and percentage of Idaho minority and English as second language (ESL) students who pursue postsecondary education.

Performance Measure

Percentage of minority student secondary completers that continue to postsecondary education.

Benchmark

Thirty five percent of minority student secondary completers continue to postsecondary education.

Objective 4

Increase the number of scholarship available to Idaho's best and brightest students to attend an Idaho educational institution.

Performance Measure

Number and percentage of highly qualified applicants (3.5+ GPA and 28+ ACT equivalent score) receiving Promise A scholarships

Benchmark

Fifty percent of highly qualified applicants are selected for Promise A scholarships.

Key External Factors Beyond Agency Control

- Scholarship, grant and work study are funded by state and federal appropriations. Continuation, expansion or creation of new programs depends on the continued support from the Governor and legislators.
- The funding available for some programs is not adequate to cover all applicants who meet minimum qualifications and therefore some well qualified applicants may not be selected for program support.
- The lack of a statewide longitudinal data system with unique student identifiers may limit the data collection efforts necessary to compile the performance measures.

Office of the State Board of Education
WICHE Professional Student Exchange (Field of Optometry)
Strategic Plan
2009-2013

Mission Statement

The Western Commission for Higher Education (WICHE) and its 15 member states work to improve access to higher education and ensure student success. Student exchange programs, regional initiatives, and research and policy work allow WICHE to assist students, policymakers, educators, and institutional, business and community leaders throughout the West and beyond. Idaho's participation in the Professional Student Exchange Program (PSEP) through WICHE enables students to enroll in an out-of-state professional optometry program at a reduced cost. The program supports students through four (4) years of training

Goal I

Attract quality students to the WICHE PSEP program that also have an interest in practicing in Idaho.

Performance Measure

Number of students applying each year.

Number of students selected.

Benchmark

Attract two well qualified applicants for each position filled.

Goal II

Produce two (2) highly-trained and fully-qualified optometrist each year.

Objective

Train excellent optometrists to practice in Idaho.

Performance measure

Pass rate on the National Board of Examiners Optometry Examination.

Number of graduates remaining in Idaho.

Benchmark

100 percent pass rate on Board of Examiners Optometry Examination.

50 percent of graduates remain in Idaho.

Key External Factors Beyond Agency Control

While applicant screening will include interest in practicing in Idaho, the program has no control on factors which will ultimately dictate the location and opportunities pursued by program graduates.

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Office of the State Board of Education
University of Utah Medical Education Program
Strategic Plan
2009-2013

Mission Statement

The University of Utah Medical Education Program provides eight (8) Idaho students each year with the opportunity for state support to receive four (4) years of medical training through the University of Utah School of Medicine. This partnership allows Idaho students to receive medical training not currently available in the state of Idaho, and, since many of the graduates return to Idaho to practice medicine, helps meet Idaho's need for more practicing physicians to care for its citizens.

Goal I

Provide high quality medical education to state funded Idaho students each year in the four year program (32 students total in training at any one time) leading to an M.D. degree.

Objective 1

Recruit eight high quality Idaho students each year that have an interest in returning to Idaho after completing their medical education.

Performance Measure

Number of Idaho funded students applying/number and percentage selected.
Average GPA and MCAT Score of admitted Idaho students.
Pass rate of Idaho students on U.S. medical licensing examination.

Benchmark

Number of applicants will be sufficient to ensure high quality selections.
Medical exam pass rate for Idaho students will be 100 percent.

Objective 2

Recruit and encourage new Idaho M.D. graduates to attend residency training in Idaho or return to Idaho after completion of residency.

Performance Measure

Number and percentage of all UU Medical Ed program graduates practicing in Idaho.

Benchmark

Seventy-five (75) percent of all UU Medical Ed program graduates will eventually return to Idaho to practice medicine.

Key External Factors Beyond Agency Control

- Funding and/or expansion of the UU Medical Ed Program depend on continued financial support from the state legislature.
- Currently, Program graduates have no requirement to return to Idaho to practice medicine. The number and percentage of graduates eventually practicing medicine in Idaho will depend on the availability of residency programs in the state, opportunities for employment or development of a practice.

Family Medicine Residency of Idaho

Strategic Goals

1. Education

Goal Statement: To provide an outstanding family medicine training program to prepare future family medicine physicians.

Objective 1: Create an exceptionally high quality medical education environment to train future family physicians.

Performance Measure 1: Track successful completion of American Board of Family Medicine (ABFM) Board certification examination scores for all program graduates.

Benchmark 1: At least 95% of all program graduates become ABFM Board certified.

Performance Measure 2: Track performance on American Board of Family Medicine (ABFM) Annual In-Service Training Examination.

Benchmark 2: FMRI program performance above the national average (>50%) on an annual basis.

Objective 2: FMRI will obtain full accreditation with Accreditation Council of Graduate Medical Education (ACGME) and its Residency Review Committee for Family Medicine (RRC-FM).

Performance Measure: FMRI will track its accreditation status and potential citations.

Benchmark: Maintain 100% full and unrestricted ACGME program accreditation and correct all citations.

2. Family Medicine Workforce

Goal Statement: To produce Idaho's future family medicine workforce by attracting, recruiting, and employing outstanding medical students to become family medicine residents and to keep as many of these residents in Idaho as possible post graduation from residency.

Objective 1: To recruit outstanding medical school students to FMRI for family medicine residency education.

Performance Measure: FMRI will track how many students match annually for residency training in family medicine at FMRI.

Benchmark: At least ten medical students matched per year at FMRI.

Objective 2: To graduate fully competent family physicians ready to practice independently the full scope of family medicine.

Performance Measure: FMRI will track the number of graduates per year from our residency program.

Benchmark: FMRI will graduate at least nine family physicians per year from the program.

Objective 3: To keep as many family physicians as possible in Idaho after residency graduation.

Performance Measure: FMRI will encourage all graduates to practice in Idaho and track how many remain.

Benchmark: 50% retention rate of graduates to practice in Idaho.

Objective 4: To produce as many family physicians as possible to practice in rural Idaho.

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Performance Measure: Of those graduates staying in Idaho, FMRI will track how many stay in rural or underserved Idaho.

Benchmark: 40% of graduates staying in Idaho will stay in rural or underserved Idaho.

Objective 5: To develop a second Rural Training Track (RTT) to enhance family medicine training in Idaho.

Performance Measure: Have the Residency Review Committee for Family Medicine (RRC-FM) give provisional accreditation to the new rural training program in the Magic Valley.

Benchmark: Complete and submit the Program Information Form (PIF) to the RRC-FM for accreditation.

3. Patient Care

Goal Statement: To provide outstanding comprehensive continuous, compassionate, timely, and accessible care to the patients' served at the Family Medicine Residency of Idaho.

Objective 1: To increase access to more new patients over the next year.

Performance Measure: FMRI will track new and unique patients being seen by FMRI.

Benchmark: 5% increase in new unique patients being seen by FMRI over last year's patient numbers.

Objective 2: To develop a patient centered medical home model and gain designation for this model.

Performance Measure: To prepare all needed work to become NCQA designated as a patient centered medical home.

Benchmark: To achieve NCQA designation as a patient centered medical home.

Objective 3: To develop a modified open access scheduling system.

Performance Measure: Monitor same day appointment availability.

Benchmark: 30% of our patient appointments or greater will be same day appointments.

Key External Factors (beyond control of the Family Medicine Residency of Idaho)

Funding:

The Family Medicine Residency of Idaho (FMRI) and its operations are contingent upon adequate funding. The major revenue drivers for FMRI are 50% from patient fees, 25% from the area hospitals, 8% from the State Board of Education, 2% from Upper Payment Limit (UPL), 10% from grants, and 5% from research. The biggest unknown is in regards to the Upper Payment Limit (UPL) payment to FMRI this year. Additionally, the Idaho State Legislature support for a request for expanded maintenance and expansion funding that would be approved by the State Board of Education and JFAC are critical to the program's success.

Legislative Support:

As noted above to the Idaho State Legislature's support of FMRI request for increased maintenance and expansion funding is critical to be able to meet the projected workforce training of family physicians that this state needs. We are in great hopes the State Board of Education and the Idaho State Legislature will back this request of FMRI as it has in the past.

Governor's Support:

Governor C.L. "Butch" Otter in his January 2007 State of the State asked FMRI to expand rural family medicine training for Idaho. We are in great hopes that the Governor will continue his

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strong support in his budget for FMRI and graduate medical education training in family medicine and for the workforce production of future family physicians for Idaho.

Hospital Support:

FMRI is contingent upon contributions from both Saint Alphonsus Regional Medical Center and St. Luke's Regional Medical Center in regards to Medicare DME/IME pass through money. This is money given through the hospitals to the Residency by the federal government in the form of Medicare dollars to help with our training. In addition, the hospitals both have additional contributions that are essential to FMRI's operations.

Medicaid/Medicare:

FMRI is also contingent on continued cost-based reimbursement through our Federally Qualified Health Center Look-Alike designation model that Medicaid and Medicare perform. This increased reimbursement funding is critical to the financial bottom line of the Residency. It appears that Medicaid and Medicare will continue its enhanced reimbursement for Community Health Centers and Federally Qualified Health Centers into the future. FMRI hopes that this is the case.

Residency Review Committee – Family Medicine (RRC-FM)

Accreditation of our new rural training track in the Magic Valley is contingent upon the RRC-FM's decision which will occur this year. We will give them every reason to accredit this new rural training track but obviously the decision is outside of our control and theirs to make.

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Office of the State Board of Education
Rural Physician Incentive Program
Strategic Plan 2009-2013

Mission Statement

To recruit and attract primary care physicians to underserved areas of rural Idaho.

Goal I

Develop the RPIP in preparation for future disbursements under the program.

Objective 1

Collect fees and retain interest from medical students supported by the state.

Performance Measure

Dollar value of fees collected and interest accrued.

Benchmark

100 percent of all required fees and accrued interest will be available for program disbursement or administrative cost specific to the program.

Objective 2

Organize a Board appointed RPIP oversight committee, establish appropriate Board policy guidance and begin ongoing administration of the program by July, 2009.

Performance Measure

Oversight committee begins meeting.
Board policy approved.

Benchmark

Oversight committee begins meeting by July, 2009.
Board policy is established and approved by Sept 2009.

Goal II

Recruit qualified physicians into the RPIP.

Objective 1

Identify qualified underserved rural areas in Idaho and determine availability of community matching funds.

Performance Measure

List of qualified Idaho rural communities in order of priority.

Benchmark

All qualified Idaho rural communities are identified and prioritized.

Objective 2

Establish financial targets.

Performance Measure

Dollar amounts will be set to maximize the number of quality physicians that can be recruited and retain in high priority rural communities.

Benchmark

Dollar physician debt reduction targets will be competitive with similar programs offered in neighboring states or other Idaho programs.

Objective 3

Effectively market the program to eligible physicians with an interest in living/practicing in rural Idaho.

Performance Measure

Number of qualified physician applicants for each position recruited/number of applicants selected.

Number/percentage of physicians remaining in practice in rural communities after fulfillment of their loan repayment obligations.

Benchmark

There will be more than one qualified applicant for each position funded.
Seventy five percent of physicians remain in their rural community.

Key External Factors Beyond Agency Control

- Funding for the RPIP is derived from fees assessed Idaho supported medical students at the University of Washington and the University of Utah. Future funding of the program depends of continued Legislature financial support to these medical students.
- The ability to recruit physicians into rural Idaho depends on the general supply and demand for physicians throughout the country and the availability of other competing incentive programs.
- Statute limits the dollar amount of disbursements to \$50K over five years. Over time these program constraints could reduce the competitiveness of the RPIP.
- The remoteness of some Idaho rural communities may make it difficult to attract qualified physicians to some of these communities, even with a debt payment program.

Office of the State Board of Education
Advanced Clinician Psychiatry (Residency) Track
Strategic Plan
2009-2013

Mission Statement

Idaho Advanced Clinicians Track is the psychiatry residency program offered through the University of Washington in cooperation with the Boise Veterans Affairs Medical Center, Saint Alphonsus Regional Medical Center and Saint Luke's Health System. The program supports three residents in each of four years of training. Two years of training is conducted in Seattle and two additional years are conducted in Boise.

Goal I

Attract quality students to the Psychiatry Residency Program that also have an interest in practicing in Idaho

Performance Measure

Number students applying each year
Number of students selected

Benchmark

Attract two well qualified applicants for each position filled

Goal II

Produce three highly trained and fully qualified Psychiatrists each year

Objective

Train excellent general psychiatrists to practice in smaller communities with a particular emphasis on teaching resident skills in outpatient and inpatient consultation-liaison psychiatry and working effectively with primary care providers.

Performance Measure

Pass rate on the Board of Medicine examination
Number of graduates remaining in Idaho

Benchmark

100 percent pass rate on Board of Medicine examination
50 percent of graduates remain in Idaho

Key External Factors Beyond Agency Control

While resident applicant screening will include interest in remaining and practicing in smaller Idaho communities, the program has no control on factors which will ultimately dictate the location and opportunities pursued by program graduates.

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Idaho Division of Professional- Technical Education

STRATEGIC PLAN SUMMARY

2009-2013

MISSION STATEMENT

The mission of the Professional-Technical Education System is to provide Idaho's youth and adults with the technical skills, knowledge, and attitudes necessary for successful performance in a highly effective workplace.

VISION STATEMENT

A qualified, skilled workforce is essential to the competitiveness of Idaho's businesses and industries, the effectiveness of the public sector, and the well-being and safety of Idaho's citizens. Economic vitality as well as quality of life is dependent on effective people equipped with the necessary skills, knowledge and attitudes necessary to compete effectively, work efficiently and safely while balancing responsibilities to the family and community.

Professional-Technical Education is Idaho's public workforce education and training delivery system and is devoted to preparing students for occupations requiring other than a four-year college degree as well as training workers already in the workplace.

Professional-Technical Education spans educational levels, contributing to a thorough education for youth by providing them with career knowledge, technical skills and attitudes necessary to succeed in the workplace. Programs for youth are provided through the secondary schools operating in concert with the technical college system to provide a continuum of education and training opportunities.

Professional-Technical Education also focuses on providing adults with the skills necessary to perform effectively in the workplace, including skills needed for entry, reentry or advancement. Programs for adults are delivered through the technical college system as well as special arrangements with the private sector. Workforce education and training is delivered in close collaboration and cooperation with other state entities involved in workforce development.

Quality, accessibility, responsiveness and commitment to continuous improvement are hallmarks of Idaho's Professional-Technical Education system.

Goals and Objectives Summary

Goal: Provide leadership and technical assistance that will continuously improve the quality of Idaho's professional-technical education system.

Objective: Maintain quality programs and options available through the technical college system.

Performance Measure: Increase the number of postsecondary enrollments.

Benchmark:

FTE: 4,132 - 2009, 4,215 - 2010, 4,299 – 2011,
4,383 - 2012, 4,467 - 2013

Headcount: 8,817 - 2009, 8,993 - 2010, 9,172 – 201,
9,351 – 2012, 9,530 - 2013

Goal: Provide all ages and abilities information and services to develop skills, knowledge, and social awareness to become globally competitive workers, responsible citizens, and life-long learners.

Objective: Support articulation between secondary and postsecondary professional-technical education.

Performance Measure: Increase the number of Tech Prep students.

Benchmark: 727 - 2009, 741 - 2010, 755 – 2011, 769 – 2012, 783 - 2013

Goal: Ensure information and research available meets the needs of workforce, business and industry, and government at all levels.

Objective: Improve the capacity of PTE courses to meet high school graduation requirements.

Performance Measure: Increase the number of high school students enrolled in professional-technical education courses that meet academic achievement standards.

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Benchmark: 5,802 - 2009, 5,918 - 2010, 6,036 - 2011,
6,154 - 2012, 6,272 - 2013

Objective: Maintain high placement rates.

Performance Measure: Number of postsecondary professional-technical education completers who achieve positive placement or transition at 90 percent of better.

Benchmark: 93% - 2009, 93% - 2010, 93% - 2011, 93% - 2012, 93% - 2013

KEY EXTERNAL FACTORS

- A rapid technological change in the workplace and the diversification of Idaho's growing job market.
- Capacity of the technical college system to accommodate individuals seeking postsecondary-technical education.
- Identifying and certifying an adequate supply of highly qualified professional-technical instructors.
- Lack of a statewide student data system.
- Increasing workload using existing staff.
- State and federal legislation that impacts the professional-technical education system.
- Revenues necessary to operate the professional-technical education system are intricately connected to the economy of the nation and state.
- Low employment rates shift postsecondary enrollments from credit programs to short-term training courses.



IDAHO COMMISSION FOR LIBRARIES

325 West State Street Boise, Idaho 83702 | ph. 208.334.2150 | 800.458.3271 | Fax: 208.334.4016

STRATEGIC PLAN

2009 – 2013

Vision:

Idaho libraries are the nexus of global information, innovative services and community, enabling us to sustain our history, empower our present and create our future.

Mission:

The Idaho Commission for Libraries assists libraries to build the capacity to better serve their clientele.

Values:

Library Ideals: We believe libraries exist for the public good. They are essential to literacy and informed citizens in a democratic society. We affirm intellectual freedom, life-long learning, customer privacy, and public access to information.

Customer Service: We deliver high quality customer service to internal and external customers.

Relationships: We achieve organizational effectiveness through mutual support, trust, value, and respect.

Collaboration: We accomplish goals using shared leadership, teamwork and consensus.

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Learning Organization: We continuously improve services by creating, gathering, and transferring information and modifying behaviors to reflect new knowledge and insights.

Goals and Objectives

Goal 1: Idaho libraries strategically position themselves to actively create and embrace the future. (SBOE goal: Quality)

Objective 1: Develop events to keep the Idaho library community engaged with the future.

- *Performance Measure:*
 - Number of events and participants
- *Benchmark:*
 - At the end of a CE event, 80% of respondents surveyed will indicate their skills and knowledge level is at 4 or 5 with 1 being low and 5 being high.
 - 75% of attendees surveyed will indicate they have made changes in their library procedures or services as a result of participating in the event when measured 6 weeks to 6 months after the event.

Objective 2: Generate and share innovative ideas.

- *Performance Measure:*
 - Facilitate a minimum of 4 SPLAT (Special Projects Library Action Team) meetings per year
- *Benchmark:*
 - 90% of SPLAT members surveyed will feel they have positively contributed to the development of statewide programs and services.
 - 75% of those surveyed will indicate learning about a new technology through a SPLAT activity.

Objective 3: Develop events to keep the Idaho library community engaged with the emerging trends in information access.

- *Performance Measure:*
 - Number of events and participants
- *Benchmark:*
 - Provide at least 6 events per year via alternative presentation methods.
 - Present at least 1 event per year dealing with current trends in delivering information and services.
 - 75% of attendees surveyed will indicate they have made changes in their library procedures or services as a result of participating in the event when measured 6 weeks to 6 months after the event.

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Objective 4: Develop, coordinate, provide and support programs and services to meet the needs of different populations.

- *Performance Measure:*
 - Number of events and participants
- *Benchmark:*
 - 75% of attendees surveyed will indicate they have made changes in their library procedures or services as a result of participating in the event when measured 6 weeks to 6 months after the event.

Goal 2: Idaho libraries develop and sustain services valued by digital natives. (SBOE goals: Quality, Access)

Objective 1: Create events targeted to the needs of digital natives.

- *Performance Measure:*
 - Number of events and participants
- *Benchmark:*
 - At the end of a CE event, 80% of respondents surveyed will indicate their skills and knowledge level is at 4 or 5 with 1 being low and 5 being high.
 - 75% of attendees surveyed will indicate they have made changes in their library procedures or services as a result of participating in the event when measured 6 weeks to 6 months after the event.

Objective 2: Advance the development and expansion of libraries' web presence.

- *Performance Measure:*
 - Number of public libraries with web sites
- *Benchmark:*
 - By 2012, 90% of the public libraries will have web sites that meet ICFL's basic standards.

Objective 3: Identify and promote information technologies.

- *Performance Measure:* under development

Goal 3: Idaho libraries flourish as a central place in a learning society, creating and promoting a vital identity. (SBOE goals Quality, Access)

Objective 1: Develop, coordinate, provide, and support reading and literacy programs and services.

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- *Performance Measure:*
 - Registrations at summer reading programs
- *Benchmark:*
 - 10% annual increase.
- *Performance Measure:*
 - Number of events and participants
- *Benchmark:*
 - At the end of a CE event, 80% of respondents surveyed will indicate their skills and knowledge level is at 4 or 5 with 1 being low and 5 being high.
 - 75% of attendees surveyed will indicate they have made changes in their library procedures or services as a result of participating in the event when measured 6 weeks to 6 months after the event.

Objective 2: Provide and support access to information.

- *Performance Measure:*
 - % increase in interlibrary loans through LiLI Unlimited (to/from)
- *Benchmark:*
 - 2% annual increase.
- *Performance Measure:*
 - % increase in LiLI Unlimited participating libraries
- *Benchmark:*
 - 5% annual increase.
- *Performance Measure:*
 - Value of the LiLI Databases licenses if purchased individually by all libraries compared to actual costs
 - Number of LiLI Databases sessions/logins
 - Number of LiLI Databases full text views
- *Benchmark:*
 - Value > Actual costs.
- *Performance Measure:*
 - Number of schools with certified teacher librarians
- *Benchmark:*
 - Increase in student test scores in schools with certified teacher librarians.

Objective 3: Provide professional development opportunities and training in multiple formats.

- *Performance Measure:*
 - Number of events and participants
- *Benchmark:*
 - At the end of a CE event, 80% of respondents surveyed will indicate their skills and knowledge level is at 4 or 5 with 1 being low and 5 being high.
 - 75% of attendees surveyed will indicate they have made changes in their library procedures or services as a result of participating in the event when measured 6 weeks to 6 months after the event.

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Objective 4: Survey and evaluate library programs and services.

- *Performance Measure:*
 - Attendance at public libraries
 - Percentage of Idaho citizens who identify libraries as important
- *Benchmark:*
 - 90% identify libraries as important.
- *Performance Measure:*
 - Number of libraries submitting annual statistics
- *Benchmark:*
 - 95% of public libraries will submit their data for inclusion in the annual statistical report.
 - After the pilot project, there will be a 10% annual increase in the number of school libraries submitting data for the annual statistical report.

Goal 4: Idaho libraries sustain an infrastructure that provides for services in an atmosphere of innovation and change. (SBOE goal: Efficiency)

Objective 1: Utilize members of the library community to develop statewide programs and services.

- *Performance Measure:*
 - Number of library community group meetings per year
- *Benchmark:*
 - Average 12 library community group meetings per year.
 - 90% of library community group members surveyed will feel they have positively contributed to the development of statewide programs and services.

Objective 2: Encourage libraries to develop and deliver innovative programs or services.

- *Performance Measure:* Under development

Objective 3: Maintain, revise, and develop opportunities for basic services.

- *Performance Measure:*
 - Number of events and participants
 - Number of e-courses completions
- *Benchmark:*
 - At the end of a CE event, 80% of respondents surveyed will indicate their skills and knowledge level is at 4 or 5 with 1 being low and 5 being high.
 - 75% of attendees surveyed will indicate they have made changes in their library procedures or services as a result of participating in the event when measured 6 weeks to 6 months after the event.

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Objective 4: Provide training for statewide programs and services.

- *Performance Measure:*
 - Number of training events and participants
- *Benchmark:*
 - At the end of a CE event, 80% of respondents surveyed will indicate their skills and knowledge level is at 4 or 5 with 1 being low and 5 being high.
 - 75% of attendees surveyed will indicate they have made changes in their library procedures or services as a result of participating in the event when measured 6 weeks to 6 months after the event.

Objective 5: Promote and encourage resource sharing.

- *Performance Measure:*
 - % increase in interlibrary loans through LiLI Unlimited (to/from)
- *Benchmark:*
 - 2% annual increase.

Objective 6: Promote and encourage access to information and library services.

- *Performance Measure:*
 - % increase in LiLI Unlimited participating libraries
- *Benchmark:*
 - 5% annual increase.
- *Performance Measure:*
 - Value of the LiLI Databases licenses if purchased individually by all libraries compared to actual costs
 - Number of LiLI Databases sessions/logins
 - Number of LiLI Databases full text views
- *Benchmark:*
 - Value > Actual costs.

Objective 7: Promote and support outreach projects that encourage partnerships.

- *Performance Measure:*
 - Number of libraries participating in outreach programs
 - Number of sub-grant projects that include outreach elements
- *Benchmark:*
 - 80% of respondents will feel their project partnerships have been successful.

Key External Factors

1. Tax revenues and local authority

The Commission for Libraries has a collaborative relationship with the Idaho library community. We have no regulatory authority over any library; each has its own revenue source(s) and its own governing authority:

- District libraries: 5-member elected board, funded through dedicated property taxes.
- City libraries: 5-member board appointed by mayor and city council, usually funded through the city general fund.
- School libraries: under school district governance structure and budget.
- Academic libraries: under college/university governance structure and budget.

We provide information, guidance, grant programs, incentives to cooperate, and opportunities to participate in statewide programs. Each library decides its level of participation and defines its approach to dealing with the following four (2-5 below) factors.

2. The future

Major changes have occurred over the last 20 years in all areas of information services. The initial technology explosion is in the past. Rapid change is now a constant and even more dramatic change is predicted. The profiles of our users and potential users have changed drastically. Preschoolers are computer literate and seniors love communicating via e-mail. These were predictions of the future not that long ago; now they are the facts of everyday life.

If librarians are to provide library services to these rapidly changing generations in the future, staff and governing bodies must learn to anticipate risks and opportunities, to understand current trends and their possible consequences, and to consider the variety of options we have for achieving our goals. We cannot wait for proof of what lies ahead or how things are going to develop.

3. Digital natives

Digital natives are those who have grown up with digital technology beginning in the last decades of the 20th century. Computers, video games and cams, the Internet as well as the wide variety of cell phones have been common, everyday toys and tools in their lives since infancy. Text messaging, wikis, blogs, and social networking sites are the communication avenues of a growing number of people. Librarians have no control over these technologies, but must embrace them (and keep an eye out for whatever comes next) in the design and delivery of services.

4. Vital identity

Stereotypes of libraries and librarians hamper our ability to deliver good library services. We have decades of misconceptions to overcome. Many Idaho libraries have changed dramatically in the past 10 years. We want libraries to be recognized as essential players in formal education, lifelong learning, and community and economic development. Increased communication and interaction among all types of libraries are needed to best meet our citizens' diverse needs. To most citizens a library is a library, but communities – including schools, colleges, and universities - are different and need different services. Without a vital identity, libraries may face disappearance in the future.

5. Innovation and change

Quality library services are the basis for a good reputation and the foundation for building the services of the future. Library staff and governing boards must deal with the demands of

the present so we can position ourselves for the future. To do this successfully, the underlying base of the library organization needs to be strong and healthy. The challenge is in making sure the continuity provides us something strong upon which to build the future. Librarians need to be innovative and embrace change.

6. Federal funding

20 to 25% of the Commission's total annual budget comes from the Library Services and Technology Act (LSTA), administered by the Institute of Museum and Library Services (IMLS). Based on the state's approved 5-year plan, Idaho's funding is used primarily for pilot projects and grants to libraries. Recent new interpretations from IMLS of eligible expenditures under LSTA, a re-authorization scheduled for 2009, and the federal deficit may each or collectively affect our ability to make progress toward the goals in Idaho's 5-year LSTA plan.



Idaho Public Television

STRATEGIC PLAN

2009-2013

Idaho Public Television STRATEGIC PLAN 2009-2013

Idaho Public Television is an integral part of the State Board of Education's overall plan and process for the delivery of quality education throughout Idaho. This Plan describes the primary vision, needs, concerns, goals, and objectives of the staff and administration toward achieving those goals. The mission and vision of our agency reflect an ongoing commitment to meeting the needs and reflect the interests of our varied audiences.

Idaho Public Television's services are in alignment with the guiding goals & objectives of the State Board of Education (SBOE). This plan displays SBOE goals & objectives alongside the Agency's Strategic Planning Issues.

5/20/08

Peter W. Morrill
General Manager
Idaho Public Television

VISION STATEMENT

Inspire, enrich, and educate the people we serve, enabling them to make a better world.

MISSION STATEMENT

The mission of Idaho Public Television is to meet the needs and reflect the interests of its varied audiences by:

- Establishing and maintaining statewide industry-standard delivery systems to provide television and other media to Idaho homes and schools;
- Providing quality educational, informational, and cultural television and related resources;
- Creating Idaho based educational, informational, and cultural programs and resources;
- Providing learning opportunities and fostering participation and collaboration in educational and civic activities; and

- Attracting, developing, and retaining talented and motivated employees who are committed to accomplishing the shared vision of Idaho Public Television.

Idaho Public Television STRATEGIC PLAN 2009-2013

SBOE Goal 1: **QUALITY:** Sustain and continuously improve the quality of Idaho's education, training, rehabilitation and information/research programs and services.

IdahoPTV Objectives for Quality:

- 1) Provide high quality television programming and new media content.
 - Performance Measure(s):
 - Number of awards for IdahoPTV media and services.
 - Benchmark: FY09 – meet or exceed 35
- 2) Progress toward quality DTV implementation.
 - Performance Measure(s):
 - Number of DTV channel hours of transmission.
 - Benchmark: FY09 – meet or exceed 137,240
 - Number of transmitters broadcasting a DTV signal.
 - Benchmark: FY09 – 5 of 5
 - Number of DTV-ready translators.
 - Benchmark: FY09 – 39 of 39
 - Number of cable companies carrying our prime digital channel.
 - Benchmark: FY09 – meet or exceed 10
 - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
 - Benchmark: FY09 – meet or exceed 7
 - Percentage of Idaho's population within our DTV signal coverage area.
 - Benchmark: FY09 – meet or exceed 73.1%
- 3) Provide relevant Idaho-specific information.
 - Performance Measure(s):
 - Number of IdahoPTV channel hours of Idaho-specific educational and informational programming.
 - Benchmark: FY09 – meet or exceed 1,900
 - Number of IdahoPTV productions produced during the year.
 - Benchmark: FY09 – meet or exceed 250
- 4) Be a relevant educational and informational resource to all citizens.
 - Performance Measure(s):
 - Children, less than 12 years old, viewing IdahoPTV.
 - Benchmark: FY09 – meet or exceed 110,000
 - Adults, of 50+ years, viewing IdahoPTV.
 - Benchmark: FY09 – meet or exceed 205,000

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- Total audience viewing IdahoPTV per week.
 - Benchmark: FY09 – meet or exceed 450,000
- 5) Provide access to IdahoPTV television content that accommodates the needs of the hearing and sight impaired.
 - Performance Measure(s):
 - Percentage of broadcast hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
 - Benchmark: FY09 – meet or exceed 97.5%
 - Number of service hours of descriptive video service provided via the second audio program to aid those with impaired vision.
 - Benchmark: FY09 – meet or exceed 13,500

SBOE Goal 2: 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.

IdahoPTV Objectives for Access:

- 1) Provide access to IdahoPTV television content that accommodates the needs of the hearing and sight impaired.
 - Performance Measure(s):
 - Percentage of broadcast hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
 - Benchmark: FY09 – meet or exceed 97.5%
 - Number of service hours of descriptive video service provided via the second audio program to aid those with impaired vision.
 - Benchmark: FY09 – meet or exceed 13,500
- 2) Broadcast programs, and provide related resources, that specifically serve the needs of underserved audiences, which include children, ethnic minorities, and learners and teachers.
 - Performance Measure(s):
 - Children (as measured by channel hours of programming designed specifically for children).
 - Benchmark: FY09 – meet or exceed 13,100
 - Ethnic minorities (as measured by channel hours of programming that address diversity, citizenship issues, English as a second language, or include a Spanish-language audio channel).
 - Benchmark: FY09 – meet or exceed 5,000
 - Learners and teachers (as measured by channel hours of programming appropriate for use in K-20 classroom, telecourses, teacher professional development resources, adult basic education resources, and technological literacy).
 - Benchmark: FY09 – meet or exceed 5,000

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- 3) Provide access to new media content to citizens anywhere in the state to IdahoPTV and PBS resources, which support citizen participation and education.
 - Performance Measure(s)
 - Number of visitors to our Web sites.
 - Benchmark: FY09 – meet or exceed 2,100,000
- 4) Progress toward digital implementation, as a statewide infrastructure in cooperation with public and private entities.
 - Performance Measure(s):
 - Number of DTV channel hours of transmission.
 - Benchmark: FY09 – meet or exceed 137,240
 - Number of transmitters broadcasting a DTV signal.
 - Benchmark: FY09 – 5 of 5
 - Number of DTV-ready translators.
 - Benchmark: FY09 – 39 of 39
 - Number of cable companies carrying our prime digital channel.
 - Benchmark: FY09 – meet or exceed 10
 - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
 - Benchmark: FY09 – meet or exceed 7
 - Percentage of Idaho's population within our DTV signal coverage area.
 - Benchmark: FY09 – meet or exceed 73.1%
- 5) Contribute to a well-informed citizenry.
 - Performance Measure(s):
 - Number of channel hours of public affairs programming.
 - Benchmark: FY09 – meet or exceed 13,000

SBOE Goal 3: 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

IdahoPTV Objectives for Efficiency:

- 1) Operate an efficient statewide delivery/distribution & administration system:
 - Performance Measure(s):
 - Total personnel in content delivery/distribution & administration as compared to peers (statewide public broadcasters, CPB SABS data).
 - Benchmark: FY09 – less than 50.74
- 2) Foster and nurture collaborative partnerships.
 - Performance Measure(s):
 - Number of public in-state and out-of-state, private in-state and out-of-state partnerships displayed in matrix form.
 - Benchmark: FY09 – meet or exceed 50/10/100/20

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- 3) Seek supplemental funding opportunities for services and infrastructure.
- Performance Measure(s):
 - Number of non-General Fund grant applications.
 - Benchmark: FY09 – meet or exceed 10

Key External Factors

(Beyond the control of Idaho Public Television):

Funding:

Most Idaho Public Television strategic goals and objectives assume at least current levels of on-going financial support from the State of Idaho, Corporation for Public Broadcasting and private contributions. These funding sources can be uncertain.

Much of the content that Idaho Public Television airs comes from other organizations, both nationally and regionally. If their program production funding sources change (up or down), it also could have an impact on IdahoPTV's ability to meet its goals and objectives targets.

Legislation/Rules:

Recent state statute and rule changes typically have not impacted Idaho Public Television.

Federal Government:

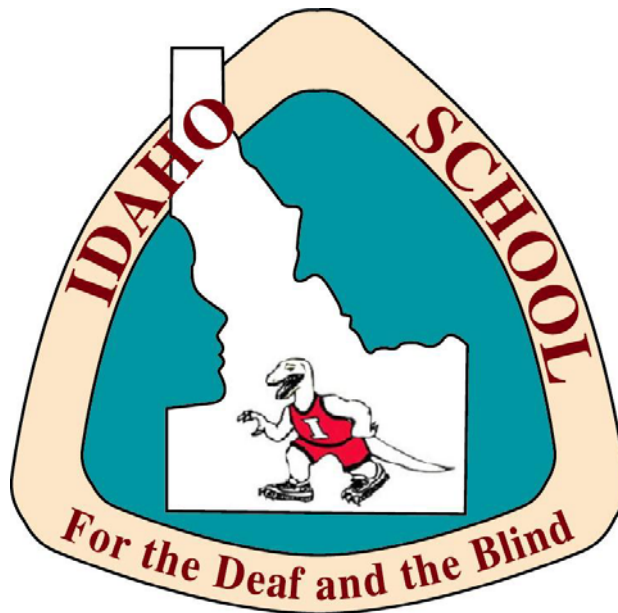
A great deal of funding, for both operational and infrastructure, comes from various entities of the federal government. A sudden downward change in these funding pools could affect IdahoPTV's ability to fulfill this strategic plan.

In addition, various aspects of IdahoPTV's program functions fall under federal oversight including the Federal Communications Commission, United States Department of Commerce, United States Department of Agriculture, Federal Aviation Administration, United States Department of Homeland Security, Internal Revenue Service, etc. Any change of federal rules and funding by any of these entities could also affect our ability to fulfill this strategic plan.

Finally, as a result of congressional action, the federal government, through the Federal Communications Commission, has ordered the cessation of operation of all analog television transmitters in the United States beginning on February 17, 2009. This landmark legislation will have significant impact on upwards of 608,000 viewers in the Idaho area (according to A.C. Nielson, Inc.) who rely on over-the-air analog television. This federally mandated shutdown of analog television may also reduced the size of audiences for television viewing both nationally and locally. An immediate impact on IdahoPTV may be a decline in donations because some viewers may not have purchased a digital TV receiving device.



STRATEGIC PLAN



2008-2011

ISDB STRATEGIC PLAN 2008-2011

The Idaho School for the Deaf and the Blind (ISDB) is an integral part of the State Board of Education's overall system of quality education throughout Idaho. This plan describes the agency's vision and mission and develops outcomes in the education of sensory-impaired children and youth. The ISDB also follows the Goals for Elementary and Secondary Schools as defined by the State Board and the Department of Education. Specific details of the agency's objectives and activities to support the plan and provide continuing services to Idaho's children, their families and their school districts are included in its Operational Plan, available under separate cover.

ISDB's Strategic Plan 2008-2011 outlines major Agency and State Board targets for ISDB services. It should be noted that the Board-sponsored Blind and Deaf Education Summit to be held July 30-August 1, 2008 may result in recommendations that impact this agency and its activities.

Mary L. Dunne, Superintendent

VISION STATEMENT

Education, communication and independence for life..

MISSION STATEMENT

- **The Idaho School for the Deaf and the Blind (ISDB) is a leading center of educational expertise in the state of Idaho available to all children with hearing and/or vision loss (including those with additional disabilities), their families, local education providers and statewide policy makers.**
- **ISDB's campus and outreach programs provide a continuum of educational opportunities, services and support designed to meet the individual needs of children with hearing and/or vision loss, including those with additional disabilities, from**

birth to age 21 and ensure that these children achieve their potential for independence and success.

ISDB GOALS & OBJECTIVES

QUALITY:

Goal 1: Sustain and continuously improve service delivery, programs, and student outcomes.

Objectives for quality:

1. Direct efforts at continuous improvement in programming that support student growth.
 - Performance Measure:
 - Student growth data from early childhood and state testing protocols.
 - Benchmarks:
 - Early childhood data places ISDB toddlers and children with vision or hearing loss within the range of age-appropriate developmental skills.
 - Student growth measures evidence 1 year growth or more for year of school.
2. Engage parents in activities that increase their knowledge and their child's achievement.
 - Performance Measures:
 - Annual parent survey.
 - Benchmark:
 - Parents representing different communication, literacy and placement choices will indicate 90% satisfaction with student learning opportunities and program goals.
3. Continue to update equipment and staff training to support innovative use of communication/computer technologies for student learning
 - Performance Measure:
 - Technology Log with inventory, staff trainings, student/staff use and annual assessment
 - Benchmark:
 - "Innovative" technology strategies increase by 10% each semester in each teaching team
4. Maintain, increase and scaffold independent living activities.
 - Performance Measure:
 - Independent Living Skills Log including campus activities, weekend workshops and participant survey results

- Benchmarks:
 - New, targeted independent living skills documented each quarter
 - Number of workshops, populations and locations increases annually
 - Workshop surveys show high satisfaction and usefulness (on a 5 point rating scale, 90% are 4 or better)
- 5. Direct agency efforts at continuous improvement in post-graduation outcomes.
 - Performance Measure:
 - Post-graduation data
 - Benchmark:
 - The numbers of ISDB graduates in each placement category will compare to national/state averages by 2013.
 - Percent of college/program completers
 - Percent of long-term employment rates
 - Percent of individuals with supported living needs placement

ACCESS:

Goal 2: Provide access for students and staff to skills, knowledge, and community services

Objectives for Access:

1. Increase student participation in opportunities for receiving non-traditional credits (dual credit, Tech-Prep, IDLA)
 - Performance Measure:
 - Number of students enrolled
 - Benchmark:
 - Students enrolled in advanced opportunities programs will increase annually
2. Increase student participation in 2-way video conferencing to explore and connect with the world
 - Performance Measure:
 - Number of students in innovative, out-of-classroom learning groups
 - Benchmark:
 - 5% increase in student connections with other students or resources documented each semester
3. Maintain assistive technologies needed for students to access their education, communities and a competitive workplace in the 21st Century.
 - Performance Measure:
 - Inventory/ checkout
 - Benchmark:
 - Each student has prescribed/appropriate assistive technologies available to him/her

4. Continue and increase efforts to coordinate training and mentoring for educational interpreters working in public schools to improve student access to instruction in LEAs.
 - Performance Measure:
 - EITC Training and mentoring log
 - Benchmark:
 - Educational Interpreters working in LEAs score 3.5 or better on the EIPA (Educational Interpreter Proficiency Assessment) by August 2009

EFFICIENCY

Goal 3: Deliver educational, training, habilitation and information programs and services in a manner which makes effective and efficient use of resources.

Objectives for efficiency:

1. ISDB Educational Interpreter Training Coordinator orchestrates statewide educational interpreter training and mentoring opportunities to increase consistency and equity statewide.
 - Performance Measure:
 - EITC Training and mentoring log
 - Benchmark:
 - Educational Interpreters working in LEAs score 3.5 or better on the EIPA (Educational Interpreter Proficiency Assessment) by August 2009
2. Provide additional audiological assessment, information and parent consultation statewide.
 - Performance Measure:
 - Mobile Audiology Log: travel, testing and consultation
 - Benchmark:
 - Increase outreach services by 10% annually to newly identified deaf/hard of hearing students
3. Provide additional Orientation and Mobility services statewide.
 - Performance Measure:
 - O & M Log
 - Benchmark:
 - Increase O & M services on campus to 4 days per week.
 - Develop list of public school needs regionally with Special Education Directors each spring
4. Continue and increase collaborative partnerships to increase service availability, improve networking, and minimize duplication
 - Performance Measure:
 - ISDB directory of partners, contact information, meeting schedules and joint activities
 - Benchmark:
 - Directory is reviewed annually for 2-1-1 alignment and shown to be 80% complete

5. Enhance connectivity of ISDB staff/students with families, professionals, other students, and resources using 2-way video conferencing to increase services and reduce costs.
 - Performance Measure:
 - 2-way Video Conference Log
 - Car mileage Reports
 - Benchmark:
 - Increase use of 2-way video conferencing by 5% each semester.

Key External Factors

Beyond control of the Idaho School for the Deaf and the Blind:

Funding:

Continued funding to support ISDB goals and objectives can be uncertain.

Public, Private, Parochial and Home Schools:

ISDB Outreach Consultants make recommendations to the lead agencies/primary educators of a child/student with sensory loss. Some of those primary educators value additional information and utilize the expertise from the ISDB specialist. When the primary educators choose not to utilize professional recommendation to affect change for children/students, there is no effective process of negotiation or appeal.

Referral of Students from LEAs:

Many LEAs in their efforts to provide a free and appropriate education in what they believe is a least restrictive environment are waiting too long to refer students for the level of services available at the campus center. Many students transfer to ISDB with minimal language and literacy competency, a history of failure, a sense of inadequacy and social isolation presenting difficult “odds” for success.

Misinformation:

Following the Office of Performance Evaluation review of ISDB programs, several committees were established to develop solutions to identified problems. During that time, a great deal of misinformation and misinterpretation of facts was perpetuated by a few individuals. Since ISDB was not represented some of the erroneous statements have prevailed. Full repair is out of our control and will only occur slowly through discovery.

Blind/Deaf Education Summitt:

Recommendations that result from the Idaho Blind/Deaf Education Summit July 30th-August 1st, will necessarily impact ISDB's vision and goals for service delivery.

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Idaho State Historical Society
Strategic Plan
2009-2013

Mission

Idaho State Historical Society preserves and promotes Idaho's cultural heritage

Vision

Our vision is to inspire, enrich and engage all Idahoans by leading the state in preserving and sharing our dynamic cultural heritage.

Values

- Customer Service
- Stewardship
- Education
- Professionalism

Goal 1

Customer Service: Provide access and high quality customer service to all Idahoans.

Objectives(s):

- A) *Enhance our understanding of current and future customers through a survey conducted every three years.*

Performance measure: % of surveys returned

Benchmark: Collect at least 500 responses agency wide.

- B) Redesign program to create new compelling services inspired by our unique resources, target audience(s), optimized delivery method(s), and opportunity for earned income.

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Performance measure: Number of new or enhanced programs developed to meet customer needs.

Benchmark: Create one new or enhanced program annually.

Benchmark: 10% of resources reallocated annually to new or enhanced program.

Goal 2

*Funding and Growth: **Optimize and enhance funding opportunities and partnerships.***

Objectives(s):

- A) Develop and implement a comprehensive funding plan that includes private philanthropy, grant programs, earned income, capital campaign, and membership revenues.

Performance measure: % implemented annually over 5 years.

Benchmark: One component completed each year.

- B) Create and implement a prioritized capital improvement plan.

Performance measure: # of projects implemented and completed annually.

Benchmark: Conduct annual analysis of projects to ensure timely completion.

Benchmark: Develop four Historic Structures Reports (HSR) to inform priorities.

- C) Create and implement an annual agency plan based on aligned budget priorities, work groups plans, and individual staff goals.

Performance measure: Annual update of plan.

Benchmark: Complete of 70% of work plan goals.

Goal 3

Marketing: Optimize public awareness and participation in agency services through enhanced brand identity, outreach, and marketing

- A) Create and implement a comprehensive marketing plan

Performance measure: % created and implemented annually over 5 years.

Benchmark: One major feature story per month.

- B) Enhance public awareness through media coverage.

Performance measure: Number and sources of coverage

Benchmark: Maintain or exceed current coverage from previous year. Increase use of ISHS services

- C) Increase use of ISHS services.

Performance measure: Number of services utilized by patrons.

Benchmark: Maintain or exceed current usage from previous year.

Goal 4

Training: *Build a uniform orientation and training program that optimizes skills necessary to achieve the Agency's strategic plan and vision.*

Objectives(s):

- A) Provide up-to-date and compelling orientation.

Performance measure: Number of orientations provided during the fiscal year

Benchmark: Each new employee oriented within 30 days.

- B) Create a training program that enhances organizational development and individual skills to maintain excellence in professional standards.

Performance measure: # of training opportunities per year.

Benchmark: Offer four all-staff training opportunities related to organizational development.

Benchmark: Offer appropriate number of training opportunities for team training based on annual agency plan and resources.

Benchmark: Offer appropriate number of training opportunities for individuals based on individual goals and work group resources.

Goal 5

*Organizational communication: **Improve internal agency communication to enhance agency-wide understanding and implementation of plans, policies, and procedures.***

Objectives(s):

- A)** *Create and implement a comprehensive internal communication plan that nurtures open communication and fosters a positive work environment.*

Performance measure: Staff participation in annual survey about internal communication and work environment.

Benchmark: Staff participation in annual survey exceeds 80%.

Benchmark: Maintain or improve internal communication.

- B)** *Conduct deliberate and substantive staff meetings.*

Performance measure: Participation of staff in scheduled meetings.

Benchmark: Staff participation meets or exceeds 90%.

- C)** *Develop and implement agency-wide calendar.*

Performance measure: Frequency of updates

Benchmark: Update calendar at least monthly.

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D) Distribution of plans, policies, and procedures through agency policy manual and intranet website.

Performance measure: Number of updates.

Benchmark: Update agency policy manual annually.

Benchmark: Update intranet website quarterly.

Environmental Scan

Compiled in 2007

Economic Analysis

Idaho Continues Growing at Nation's Third Fastest Rate Page 1&2 Press Release Dept of Commerce & Labor

<http://cl.idaho.gov/news/PressReleases/tabid/294/ctl/PressRelease/mid/1047/ItemID/1837/Default.aspx>

Comprehensive Annual Financial Report, State of Idaho

Page 168-170 Adobe PDF (Report pages 154-156) Schedule 11, Schedule 12, and Schedule 13 Education Enrollment.

[http://www.sco.idaho.gov/web/DSADoc.nsf/5B1362785D34D4618725725F005FE17C/\\$FILE/2006-CAFR.pdf](http://www.sco.idaho.gov/web/DSADoc.nsf/5B1362785D34D4618725725F005FE17C/$FILE/2006-CAFR.pdf)

PAFR SCO, Page 8 ADOBE PDF (Report page 6) Economic/Demographic Outlook

[http://www.sco.idaho.gov/web/DSADoc.nsf/6D8C97CB9D06132C8725725F005FE25D/\\$FILE/2006-PAFR.pdf](http://www.sco.idaho.gov/web/DSADoc.nsf/6D8C97CB9D06132C8725725F005FE25D/$FILE/2006-PAFR.pdf)

State of Idaho Economic Forecast, DFM, January Executive Summary Page 1 only.

http://dfm.idaho.gov/Publications/EAB/Forecast/2007/January/ExecSum_Jan2007.pdf

Idaho's economy should end this decade on a higher note than when it started it.

Battered by the high-tech industry's implosion near the turn of the millennium, Idaho nonfarm employment grew an average of 1.8% per year from 1999 through 2004, which was well below the average for the previous five years. While Idaho real personal income did not retreat during this decade's first five years, it did slow considerably. The one noticeable exception came in 2004 when, aided by a strong farm sector, real Idaho personal income jumped 7.0%. Driven by its construction and services sectors, Idaho's economy picked up speed in 2005. The construction sector received the most attention due to its stellar performance. With construction experiencing such strong growth, the services category's fine performance was often overlooked. Services employment advanced "just" 4.4% in 2006. However, given this sector's huge base, services employment increased by 11,723 jobs, which is more than two times greater than the construction sector gain. It is also worth noting both the state's logging and wood products and mining sectors expanded in 2005. Idaho real personal income grew 3.6% in 2005. Early indicators suggest the economy grew faster in 2006 than in 2005. Idaho nonfarm employment is estimated to have increased 4.3%, which is slightly faster than the previous year's 4.0% rate. The strong employment gains pushed total wage and salary payments up 10.2% in 2006, which helped Idaho real personal income swell 5.8%. Looking ahead, Idaho nonfarm employment is forecast to advance 2.5% annually, which is much faster than it grew earlier this decade. Idaho real personal income should also end the decade stronger than when it started it. It is projected to increase 4.8% per year, which is higher than the 3.4% annual rate from 1999 through 2004.

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If the U.S. economy were graded on its recent performance, its report card would state that while it may not be failing, it could be doing better. The economy shifted into lower gear in the second half of last year, with real GDP advancing at a meager 2.6% annual rate in the second quarter followed by 2.0% in the third quarter and an estimated 1.2% rate in the last quarter. Real output should begin to accelerate this year, but at less than 3.0% growth it will remain well below its potential. The cooling housing market is partially to blame for this sub-par performance. The impacts of the housing decline will be partially deflected by other economic factors. Nonresidential construction will soften the blow from falling housing starts this year, but it will only provide temporary relief. Eventually, it will weaken under the weight of the ebbing housing sector. Falling oil prices should also help. The roughly 80-cent per gallon decline in gasoline prices since the summer of 2006 has operated like a tax cut for households worth \$96 billion, or 1.0% of disposable income. Another positive factor is trade. Improving economic growth abroad and the declining dollar point to strong exports. Inflation has probably topped out, but it is still too high for the Federal Reserve's comfort. Even so, the Federal Reserve is expected to lower interest rates three times in 2007, so its federal funds rate is 4.5% by the end of this year. After this year, the economy is expected to move up to its potential. Real GDP should advance by at least 3.0% in each year after 2007. Nonfarm employment growth is expected to march to a 1.4% average annual cadence. At this pace, the civilian unemployment rate will eventually fall to 4.4% by 2010, which is comfortably full employment.

http://dfm.idaho.gov/Publications/EAB/Forecast/2007/January/ExecSum_Jan2007.pdf

National Forecast, DFM

http://dfm.idaho.gov/Publications/EAB/Forecast/2007/January/National_0107_vs2.pdf

Other state agencies website for Lewis & Clark – Dept of Commerce

<http://www.lewisandclarkidaho.org/>

History lies with its native tribes, the Lewis and Clark Expedition and determined pioneers on the Oregon Trail. Today's Idaho is both cosmopolitan and yet small-town friendly. Boise, the capital and largest city, developed near Fort Boise along the Oregon Trail and has grown to a population of 190,000. Agriculture, manufacturing and tourism are Idaho's major industries. Abundant outdoor recreation opportunities and scenic vistas around every turn attract over **20 million tourists annually**.



Idaho Division of
Vocational Rehabilitation

2009 - 2013

Content and Format

Since Federal and Idaho State governments operate according to different fiscal years, and since IDVR is accountable to Rehabilitation Services Administration (RSA) on a federal year basis (October 1 – September 30), the agency will use federal year statistics for reporting purposes in this Strategic Plan. This Plan will cover federal fiscal years 2009 through 2013.

The Plan is divided into three sections. The first section focuses on the Vocational Rehabilitation Program and presents specific goals, objectives and strategies for achieving these goals. The following two sections relate to IDVR programs; State Renal Disease and Epilepsy Services.

Vocational Rehabilitation Program Vision Statement

“Your success at work means our work is a success.”

Vocational Rehabilitation Program Mission Statement

“Preparing individuals with disabilities for employment and community enrichment.”

Vocational Rehabilitation Program Goals

Goal #1 – Continually improve the quality of Vocational Rehabilitation services available to eligible Idahoans with disabilities to prepare for, obtain, maintain, or regain competitive employment and long term Supported Employment within the context of available resources

1. **Objective:** Increase the number of individuals who successfully become employed after receiving VR services.

Performance Measure: The number of individuals who successfully achieve the employment outcome objective.

Benchmark: The number of individuals exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

2. **Objective:** Increase the earnings of individuals who successfully become employed after receiving VR services.

Performance Measure: The earning capacity of those who become employed.

Benchmark: The average hourly earnings of individuals exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

3. **Objective:** Increase the number of individuals with significant disabilities placed in employment with long term job support.

Performance Measure: The number of individuals in employment who receive long term support.

Benchmark: The number of individuals with significant disabilities placed into employment with long term job support shall be equal to or exceed the previous year's performance.

4. **Objective:** Utilize Information Technology to its maximum capacity.

A. Performance Measure: Increase the efficiency and capacity of record storage.

Benchmark: Initiate a pilot project on document imaging in one region by 2010.

B. Performance Measure: Information Technology/Skill Development of all personnel.

Benchmark: Ongoing education and training will increase.

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5. **Objective:** Statewide consistency for orientation and training to ensure continuity among all levels of staff.

Performance Measure: A comprehensive Training Manual for VR Counselors, VR Assistants, Regional Managers, and Assistant Regional Managers.

Benchmark: One module of the Training Manual will be completed per year over the next four years.

6. **Objective:** Expand Employment Opportunities for Clients

A. **Performance Measure:** Increase participation in the National Employer Network.

Benchmark: Participation shall be equal to or exceed previous year's participation.

B. **Performance Measure:** Implementation and use of the job development pilot project.

Benchmark: Job development pilot project will be implemented and in use by 2009.

7. **Objective:** Enhance revenue opportunities for VR programs.

Performance Measure: Increase grant opportunities and collaboration with other agencies to develop shared projects.

Benchmark: Grant opportunities and collaboration with other agencies will meet or exceed the previous year.

Goal #2 - Ensure that all eligible individuals with disabilities have equal access to services.
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1. **Objective:** Assure that individuals of minority backgrounds have equal access to services

Performance Measure: Maintain or increase the number of individuals from minority backgrounds who successfully become employed after receiving Vocational Rehabilitation services.

Benchmark: The number of individuals with disabilities from minority backgrounds exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

2. **Objective:** Adequately meet the employment needs of the increasing Adult Corrections population statewide.

Performance Measure: Maintain or increase the number of individuals from the Adult Corrections population statewide who successfully become employed after receiving Vocational Rehabilitation services.

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Benchmark: The number of individuals with disabilities from the Adult Corrections population exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

3. **Objective:** Strengthen partnerships with community partners

Performance Measure: Participation in the meetings and activities of community programs including but not limited to the Consortium for Idahoans with Disabilities (CID), Workforce Investment Act (WIA), State Independent Living Council (SILC), Developmental Disabilities Council, Advisory Commission on Correctional Education and Programs, Interagency Working Group, and Secondary Transition Group to support their efforts.

Benchmark: Increase regular attendance

State Renal Disease Program

Mission

To provide financial assistance for lifesaving medical care and treatment to Idaho residents who are experiencing end-stage renal disease; and who do not have the financial resources to meet all their end-stage renal disease medical needs; and for whom work is not an option; or are employed, but unable to afford lifesaving kidney related expenses on a continuing basis.

Vision

No Idaho resident experiencing end-stage renal disease should be at risk of death solely due to the inability to financially secure timely and appropriate medical intervention.

Goal #1 – Provide Idahoans experiencing end-stage renal disease with a program for financial assistance for needs relating to life saving medical services.

1. **Objective:** Achieve an overall satisfactory rating for the State Renal Disease Program.

Performance Measure: The percentage of Idaho residents served in the program.

Benchmark: Achieve a minimum of 90% overall satisfaction rating.

Services to People with Epilepsy

Mission and Purpose

The Epilepsy Foundation of Idaho (EFI) is committed to educating people with epilepsy and their families to assist with the problems associated with the disorder. In so doing, persons with epilepsy achieve a better and higher quality of life and the people of Idaho are served through economic savings and increased revenue. EFI works to achieve these goals through unduplicated, comprehensive programs of information and education, advocacy, prevention and the delivery of needed services. EFI serves people affected by the disorder, regardless of age or other criteria. Service response is provided according to individual needs and delivered in an integrated fashion, i.e. individual or family consultation/counseling (either face-to-face or telephone according to transportation limitations), groups, peer support, etc. and by utilizing all resources and appropriate materials, either written or visual. Needed and appropriate referrals are routinely utilized as part of services.

Role of IDVR

This is a flow-through appropriation with no direct programmatic implication for IDVR. A Strategic Plan is submitted to IDVR by EFI and is included with IDVR's Strategic Plan when submitted to the Division of Financial Management. The following is a summary of EFI's Strategic Plan. Please refer to the plan itself for greater detail.

Goal #1 – Serve Idaho families, children and youth affected by epilepsy.

Objectives:

- Provide epilepsy consultation and outreach services to enable individuals and/or families to understand the disorder and be active members of their treatment team.
- Provide all epilepsy services to diverse cultural groups appropriately.
- Advocate for individual rights. Provide epilepsy education to employers and community agencies including law enforcement departments and service providers with information of legal rights
- Ensure pharmaceutical compliance in financial emergencies preventing unnecessary emergency room visits.
- Facilitate the social and psychological support that other people with similar experiences can provide.

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- Encourage schools to develop understanding and acceptance of children with epilepsy. Seizure recognition and first aid training is provided.

Performance Measure/Benchmark: Serve 2,500 per State Fiscal Year.

Services to People with Epilepsy - continued

Goal #2 – Provide health education/training to public groups and to schools.

Objectives:

- Educate people about the causes of epilepsy to prevent seizure disorders.
- Teach the public about safety and first aid as it pertains to seizures to reduce seizure-related injuries and avoid unnecessary ambulance calls and hospital visits.
- Foster and encourage public understanding and acceptance of people with seizure disorders.

Performance Measure/Benchmark: Provide outreach to 250 individuals per State Fiscal Year.



External Factors Impacting IDVR

The field of Vocational Rehabilitation is dynamic due to the nature and demographics of the clientele served and the variety of disabilities addressed. Challenges facing the Division include:

Technological Advances in Both Assistive Rehabilitation Products and Information Technology

IDVR is dedicated to keeping current of the latest trends in both assistive rehabilitation technology and information technology, and in training Vocational Rehabilitation Counselors and staff. IDVR employs an Information Technology staff to develop innovative ways to utilize technology in carrying out its mission. IDVR also collaborates with the Idaho Assistive Technology Center located at the University of Idaho.

Changes in the Medical Industry

Continuing advancements in the medical industry as well as changes relating to insurance and financial benefits pose complex questions for the Vocational Rehabilitation Counselor. This is especially true in determining eligibility and services. Many IDVR Counselors and Managers are involved with health and disability-related organizations to keep abreast of these changes.

Idaho's Economy

Idaho has seen tremendous growth in its population in the past ten years. This could impact the availability of services to Idahoans. Idaho has also seen a dramatic change in its job market; away from agricultural toward more service, hi-tech and professionally oriented jobs. The environment has always been competitive for IDVR clients. The growth in population has increased the competition for jobs. IDVR recognizes this and strives to develop relationships within both the private and public sectors in an effort to increase employment opportunities for its clients.

Political Climate

The political elements are by far the most difficult for IDVR to overcome since they are essentially out of the control of the Division. At the state level, the Division is subject to legislative action regarding annual budget requests including service dollars and

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personnel expansion. Any legislation pertaining to service provision either by public or private sectors will have a definite impact on Division services and service providers.

IDVR is also affected by decisions made at the federal level. The direction Congress chooses regarding reauthorization of the Rehabilitation Act will impact the future of Vocational Rehabilitation in Idaho. Federal funding decisions, e.g., training grants, block grants, funding reductions, program deletions, changes in health care and employment standards and practices are areas that would impact the Division's planning process.

All staff of the Idaho Division of Vocational Rehabilitation take pride in providing the most effective, efficient services available to individuals with disabilities seeking employment. Management is committed to continued service to the people of Idaho. The goals and objectives outlined in the IDVR Strategic Plan are designed to maximize the provision of services to Idahoans with disabilities as well as promote program accountability,

**State Department of Education
Public Schools Strategic Plan
2009-2013**

Vision: The State Department of Education partners with independent school districts to ensure all students receive an education that prepares students for successful post-secondary education, employment and life.

Goal 1: Ensure students have the skills and knowledge necessary to succeed from kindergarten to high school graduation and post-secondary education.

Objective 1: Improve student achievement at the middle school level.

Performance Measure: Create a Middle School Taskforce to craft recommendations to improve student achievement.

Benchmark: A proposal to increase student achievement in middle school will pass through Legislative rule.

Objective 2: Improve access to post-secondary education while in high school.

Performance Measure: Create a Concurrent Credit Committee to evaluate current access to post-secondary education and recommend enhancement of opportunities.

Benchmark: A proposal to increase concurrent credit opportunities will pass the Legislature.

Goal 2: Ensure every teacher is highly qualified and is compensated for their results to improve student achievement.

Objective 1: Help teachers meet the criteria set forth by No Child Left Behind to be "highly qualified."

Performance Measure: Partner with school districts and utilize federal Title 2 funds to provide professional development opportunities to educators.

Benchmark: Every teacher in Idaho will be deemed as highly qualified.

Objective 2: Create a pay-for-performance system for teachers to reward them for skills, knowledge and student achievement results.

Performance Measure: Partner with educational stakeholders to enhance teacher compensation in Idaho.

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Benchmark: A pay-for-performance plan passes the Legislature in 2009, and teachers receive rewards for their efforts.

Goal 3: Create a longitudinal data system where teachers, administrators and parents have accurate student achievement data for a child's educational career.

Objective 1: Create a unique student and teacher identifier for use statewide.

Performance Measure: Roll out a unique student identifier statewide.

Benchmark: Every student will have a unique student identifier.

Objective 2: Rewrite internal State Department data system known as IBEDS.

Performance Measure: Create a plan to rewrite IBEDS and work with a company known for their educational experience to rewrite code.

Benchmark: A company will be hired to rewrite IBEDS and will complete the rewrite by 2009.

Objective 3: Successfully develop a longitudinal data system.

Performance Measure: Create a system for entering and reviewing data for every student, school, and district in Idaho.

Benchmark: Every student, school, and district can review student achievement data over time.



STRATEGIC PLAN

Annual Update

2009-2013

BOISE STATE UNIVERSITY
STRATEGIC PLAN 2009-2013

Introduction

A present day examination of Boise State University reveals a vibrant picture of a public university with a history of teaching excellence, offering a wide range of degree programs, and serving the citizenry of the state of Idaho. This tradition to strive for excellence is reflected in our vision of becoming a metropolitan research university of distinction.

Boise State's strategic plan defines the path and means to move us from our current state to where we aspire. This journey puts first and foremost the learning environment and our scholarly/creative work to expand the boundaries of knowledge. Our most recent planning process began in early 2005, and initially included over 30 focus groups comprised of more than 600 University faculty, staff and students. Ultimately, a cross section of individuals from our campus community comprised a 40-plus member planning team that drafted the final document, a strategic matrix, providing opportunity for all of our stakeholders to provide input at some point along the way. We are currently in the process of finalizing a complete list of performance benchmarks to measure progress toward these goals.

VISION STATEMENT

Boise State University strives to be a metropolitan research university of distinction.

- A University where **public engagement** links the University's academic mission with its community partners to address issues of mutual benefit.
 - A University of **academic excellence** with high-quality, student-focused programs that integrate theory and practice, engage students in community based learning, and that are informed by meaningful assessment. .
 - A University with a **vibrant culture** that embraces and fosters innovation, responsiveness, inclusiveness, accessibility, diversity, and effective stewardship.
 - A University of **exceptional research** defined by progressive scholarship and creative activity, and graduate programs that have groundbreaking applications locally, regionally and globally.
-

INSTITUTIONAL ROLE AND MISSION STATEMENT

As provided by the State Board of Education, 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.

BOISE STATE UNIVERSITY GOALS & OBJECTIVES*

Goal I. Develop network and outreach opportunities with the community

Objectives:

- Promote and reward research in and with the community.
- Align educational offerings with economic development needs and incorporate employers' input into curriculum design.
- Promote collaboration and sharing of information between campus and the community.

Performance Measures and Benchmarks:

- Students participating in Service Learning Courses
 - Benchmark: Students participating in service learning courses is equivalent to peer institutions

Goal II. Respond to the educational needs of the region

Objectives:

- Align educational offerings with economic development needs and incorporate employers' input into curriculum design.
- Offer flexible course delivery options
- Contribute to the creation of a community college in the Treasure Valley

Performance Measures and Benchmarks:

- Dual enrollment credits generated
 - Benchmark: Dual enrollment credits increase annually

* Objectives support multiple goals

- Degrees & Certificates Awarded
 - Benchmark: Degrees and certificates awarded is equivalent to peer institutions
- Enrollment Headcount and FTE
- Credit hours taught

Goal III. Provide development opportunities for faculty to integrate research and teaching

Objectives:

- Reward, promote, and publicize student and faculty successes in research and the integration of research with teaching.
- Redesign annual evaluation and promotion and tenure criteria to include integration of research and teaching.
- Secure funds for sponsored research activity.

Performance Measures:

- Number of student participants in Undergraduate Research Conference
 - Benchmark: Number of students participants increases annually
- Externally Funded Grant and Contract Dollars per Faculty FTE
 - Benchmark: External funding for research per faculty FTE is equivalent to peer institutions.

Goal IV. Build and maintain facilities to support programs and create an attractive and accessible environment

Objectives:

- Implement the campus master plan.

Performance Measures and Benchmarks:

- Square feet of space per student.
 - Benchmark: Peer data from Society for College and University Planning
- Square feet of space per faculty member.
 - Benchmark: Peer data from Society for College and University Planning

Goal V. Promote diverse communities that foster faculty, staff, and student interaction

Objectives:

- Create active learning opportunities in-class and out-of-class
- Schedule, promote, and facilitate involvement in cultural and intellectual events
- Develop and promote programs to internationalize campus
- Facilitate faculty collaborations across departments and colleges.

Performance Measures and Benchmarks:

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- Number of students & faculty in study abroad programs
 - Benchmark: Number of students & faculty in study abroad programs is equivalent to peer institutions
- Number of students in on-campus residential halls
 - Benchmark: On-campus halls remain at or near capacity

Goal VI. Recruit and retain an academically prepared and diverse student body

Objectives:

- Expand student recruitment efforts
- Create additional opportunities for student financial assistance
- Implement the Freshman Success Task Force Action Plan

Performance Measures and Benchmarks:

- Freshman Retention Rate (first time full time)
 - Benchmark: Freshman retention rate is equivalent to peer institutions
- 6 year graduation rate (first time full time)
 - Benchmark: 6 year graduation rate is equivalent to peer institutions
- Incoming student High School GPA
 - Benchmark: incoming high school GPA is equivalent to peer institutions
- Scholarship Dollars per Student FTE
 - Benchmark: Scholarship dollars per FTE is equivalent to peer institutions
- Average need-based loans
 - Benchmark: Average need based loans available are equivalent to peer institutions

Goal VII. Recruit and retain faculty and staff to support the vision

Objectives:

- Develop flexible workload policies for faculty.
- Develop a staffing plan, compensation packages, and structures commensurate with a metropolitan research university

Performance Measures and Benchmarks:

- Institutional faculty total compensation as a percent of peer organizations
 - Benchmark: compensation should be comparable at 90-100% of peer institution levels

Goal VIII. Provide student-centered services

Objectives:

- Implement the Freshman Success Task Force Action Plan
- Create active learning opportunities in-class and out-of-class
- Offer flexible course delivery options
- Build residential communities for students, faculty and staff

Performance Measures and Benchmarks:

- National Survey of Student Engagement (NSSE): Student Rating of academic support.
 - Benchmark: Urban university average
- Freshman Retention Rate (first time full time)
 - Benchmark: Freshman retention rate is equivalent to peer institutions
- 6 year grad rate (first time full time)
 - Benchmark: 6 year graduation rate is equivalent to peer institutions
- Number of students in on-campus residential halls
 - Benchmark: On-campus halls remain at or near capacity

Goal IX. Obtain fiscal resources necessary to support the vision

Objectives:

- Secure funds for sponsored research activity
- Promote to the State the value of investing in higher education
- Build and sustain a comprehensive advancement/fundraising program

Performance Measures and Benchmarks:

- Instructional Dollars per Student FTE
- Externally Funded Grant and Contract Dollars per Faculty FTE
 - Benchmark: External funding for research per faculty FTE is equivalent to peer institutions
- Budgeted Faculty FTE to Student FTE
 - Benchmark: budgeted faculty FTE to student FTE should be equivalent to peer institutions
- Institutional faculty total compensation as a percent of peer organizations
 - Benchmark: compensation should be comparable at 90-100% of peer institution levels
- Success in achieving goals of Destination Distinction Comprehensive Campaign
- Scholarship Dollars per Student FTE
 - Benchmark: Scholarship dollars per FTE is equivalent to peer institutions

Key External Factors (beyond the control of Boise State University)

Funding:

Boise State University's strategic goals and objectives assume ongoing and sometimes significant levels of additional funding from the State Legislature. Additional funding to operate comes from private donations and tuition/fee revenue. None of these sources is entirely predictable from year to year.

Legislation/Policies

Beyond funding considerations, policies related to educational offerings, employment practices, capital projects, etc. are embedded in Idaho Code as well as State Board of Education policy. Boise State policies, procedures and practices must adhere to Idaho Code and State Board of Education policy.

Strategic Plan
2009-2013



**Small Business
Development Center**
directions solutions impact

Idaho Small Business Development Center Strategic Plan

Background:

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

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

North Idaho College - Post Falls

Lewis-Clark State College - Lewiston

Boise State University - Boise

College of Southern Idaho - Twin Falls

Idaho State University - Pocatello

Idaho State University - Idaho Falls



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

Vision:

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

Mission:

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

Operating Philosophy:

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

1. **Focus on the Client:** The very future of the Idaho SBDC program depends on creating satisfied clients. To this end, each client contact must be considered an opportunity to focus on client needs and desires. Responding

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quickly with individual attention to specific and carefully identified client needs, then seeking critical evaluation of our performance. This is the routine that will be followed with each client and training attendee.

2. **Devotion to Quality:** Providing consulting and training through a quality process and constantly seeking ways to improve that process are the principles of this cornerstone of service. By fostering teamwork, eliminating physical and organizational barriers that separate people, establishing long-term relationships with partners, and encouraging all to participate in quality improvement are some of the actions that demonstrate the Center's devotion to quality.
3. **Concentration on Innovation:** To innovate is to improve through change. The Center must constantly seek ways to improve its methods and processes, and assume a leadership role in trying new approaches to serve clients. Regular performance reviews, participation in organizations, and attending professional development workshops are some of the ways that the Center identifies and encourages innovation.

Goal 1: Improve the success of small businesses through delivery of our core services – one-on-one business consulting, training and research.

Objective 1.1: Increase the impact of consulting assistance by proactively seeking clients appropriate for long-term consulting assistance.

Performance Measure: Number of hours per client.

Benchmark: Each center will average 8.5 hours per client and maintain or increase in subsequent years.

Performance Measure: Number of long-term clients (greater than 5 hours contact)

Benchmark: 500 statewide

Performance Measure: Number of NxLevelL courses delivered per region.

Benchmark: Deliver at least one NxLevelL course per region per year.

Performance Measure: Number of new business starts

Benchmark: 12 for each Center, 72 statewide

Performance Measure: Capital injection

Benchmark: \$25,000,000 statewide

Performance Measure: Sales growth

Benchmark: \$25,000,000 statewide

Performance Measure: Job Created

Benchmark: 170 statewide

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Objective 1.2: Provide research support to help small business owners and managers in decision-making.

Performance Measure: Number of research projects.

Benchmark: Number of research projects will meet or exceed previous year.

Objective 1.3: Ensure that services are available to minorities and available to all counties.

Performance Measure: % Minority, veteran, and women clients

Benchmark: The percentage of clients served will meet or exceed the minority, veteran, and women business population in Idaho.

Objective 1.4: Identify and address the needs of small businesses and entrepreneurs.

Performance Measure: List of priority needs

Benchmark: The trend in the success measures of our clients reported in the yearly impact study is level or increasing.

Objective 1.5: Expand capabilities to assist high growth companies.

Performance Measure: Number of trainings, professional development activities

Benchmark: Increase the number of high growth companies served by 10%.

Goal 2: Expand and enhance partnerships to strengthen our ability to reach and assist small businesses.

Objective 2.1: Be visible and proactive in solving the business and economic issues in Idaho's rural communities.

Performance Measure: Number of contacts with economic development professionals in rural communities and numbers of clients/trainings in rural area.

Benchmark: The trend is level or increasing.

Objective 2.2: Collaborate with SBA and their resource partners to maximize small business assistance and minimize duplication.

Performance Measure: Number of partnership (SBA and other resource providers) events.

Benchmark: Numbers of events are greater than 10% of total events.

Objective 2.3: Expand the resources of the Center using volunteers from the community, faculty members, students, and other partners.

Performance Measure: Number of consulting hours provided by volunteers.

Benchmark: The trend in consulting hours by volunteers is increasing.

Objective 2.4: Strengthen our funding and position as the primary business development organization.

Performance Measure: SBDC funding

Benchmark: The trend in funding is increasing

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Goal 3: Refine and improve our organization to increase efficiency, effectiveness, and quality.

Objective 3.1: Meet the requirements of Consultant Certification, ASBDC Accreditation, the Operations Manual and the SBA cooperative agreement to assure consistency and quality.

Performance Measure:

1. Number of consultants meeting Certification
2. ASBDC Accreditation

Benchmark:

1. 100% of consultants are Certified
2. ASBDC Accreditation is at minimum "Accreditation with Conditions."

Objective 3.2: Maintain high quality services and customer satisfaction.

Performance Measure: Customer Satisfaction Rate

Benchmark: 90% of the customers rate their service as above average or excellent.

Key External Factors (not under the control of the Idaho SBDC):

Funding:

All strategic goals and objectives assume on-going funding from the State of Idaho and U.S. Small Business Administration.

General Economic Conditions:

All strategic goals and benchmarks assume that the general economic environment is growing (not a recession).

Broadband in Rural Communities:

All strategic goals assume that broadband is available and in-use in rural communities. The use of the internet, webinars, and email is critical to our ability to serve rural businesses efficiently and effectively.

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TechHelp Strategic Plan 2009 – 2013

Vision:

Accessible Organization - TechHelp will be an accessible organization with effective communication flowing to and from its manufacturing customers, partners and employees. TechHelp will also be a learning organization that provides its stakeholders with value-added and mutually beneficial solutions that drive business and personal growth.

Customer Satisfaction - TechHelp will be in the vocabulary of all Idaho manufacturers because of its reputation for business relationships based on long-term commitment, trust, tangible results and putting company interests first. TechHelp will further enhance customer satisfaction by helping businesses transform their operations while helping them become self-sufficient in managing the change.

Statewide Impact - TechHelp will be seen as a public investment that pays for itself through significant returns to businesses, stakeholders and the state economy. Idaho's leaders will be aware of TechHelp's specific contribution to the state economy, including higher productivity and wages, an increased tax base, quality jobs for Idaho graduates, growth in rural areas and improvements to the environment.

Mission:

To provide professional and technical assistance, training and information to strengthen the competitiveness of Idaho manufacturers and targeted service firms through continuous product and process innovation.

Goal I: Impact on Manufacturing – Deliver a positive return on both private business investments and public investments in TechHelp by adding value to the customer and the community.

Objectives for Impact:

1. Offer products and workshops that meet Idaho manufacturers' product and process innovation needs.
 - a. *Performance Measure:*
 - i. Client economic impacts resulting from projects
 - b. *Benchmark:*
 - i. Reported impacts for sales, savings, investments and jobs exceed those reported in the prior year

2. Exceed federal system goals for Manufacturing Extension Partnership.
 - a. *Performance Measure:*
 - i. Score on federal Minimum Acceptable Impact Measures
 - b. *Benchmark:*
 - i. Greater than 85 out of 100 possible points

Goal II: Operational Efficiency – Make efficient and effective use of TechHelp staff, systems and Board members.

Objectives for Efficiency:

1. Improve efficiency of client projects.
 - a. *Performance Measure:*
 - i. Federal dollars expended per surveyable project/event
 - b. *Benchmark:*
 - i. Four-quarter moving average below the national median for all MEP centers
2. Improve effectiveness of client projects.
 - a. *Performance Measure:*
 - i. Bottom-line client impact ratio (sum of client-reported savings plus 15 percent of client-reported sales divided by federal investment in center)
 - b. *Benchmark:*
 - i. Four-quarter moving average above the national median for all MEP centers

Goal III: Financial Health – Increase the amount of program revenue and the level of external funding to assure the fiscal health of TechHelp.

Objectives for Financial Health:

1. Increase total client fees received for services.
 - a. *Performance Measure:*
 - i. Net revenue from client projects
 - b. *Benchmark:*
 - i. Annual net revenue exceeds the budgeted amount
2. Increase external funding to support operations and client services.
 - a. *Performance Measure:*

- i. Total dollars of grants for operations and client services
- b. *Benchmark:*
 - i. Total dollars of grants for operations and client services exceed the prior year's total

Key External Factors

State Funding:

Nationally, state funding is the only variable that correlates highly with the performance of the Manufacturing Extension Partnership centers. State funding is subject to availability of state revenues as well as gubernatorial and legislative support and can be uncertain.

Federal Funding:

The federal government is TechHelp's single largest investor. While federal funding has been stable, it is subject to availability of federal revenues as well as executive and congressional support and can be uncertain.

Economic Conditions:

Fees for services comprise a significant portion of TechHelp's total revenue. A deep downturn in the economy could affect the ability of Idaho manufacturers to contract TechHelp's services.

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**IDAHO COUNCIL
ON ECONOMIC EDUCATION**

Financial Literacy & Economic Education Across Idaho

**Strategic Plan
2009 – 2013**

Vision

Over the next five years Idaho will experience significant improvement in the overall quality of life of its citizens, the competitiveness of its economy in the world marketplace, the economic and financial expertise of its teachers and the financial literacy of its students as a result of the work of the Idaho Council on Economic Education, its affiliated Centers, its sponsoring universities and the Idaho community at large.

Mission

The mission of the Idaho Council on Economic Education and its Centers at the University of Idaho, Boise State University, College of Southern Idaho and Idaho State University is to provide teacher and student training and materials in regard to economic and financial literacy education so that Idaho will be able to compete and prosper in the rapidly changing global economy.

The Council and its Centers work closely with the State Department and Board of Education, local school districts, universities, other government agencies and with the business community to ensure that Idaho teachers and students receive the highest quality training and education available in regard to economic and financial literacy.

Goals, Objectives and Performance Measures

Goal 1: Community Involvement. Engage Idaho's universities, key government agencies, elected officials, school districts, businesses and the general public in the important mission of economic and financial education of Idaho's youth.

Objective 1: Develop an engaged and active Board of Directors that includes members from all six regions of Idaho, with representation from the above mentioned stake holder groups.

Performance Measures	Benchmarks
• Number of Board Members	12
• Econ ed events attended by each Board Member	2

Objective 2: Provide community volunteer opportunities in economic and financial education for Idaho's teachers and youth.

Performance Measures	Benchmarks
• Hours of volunteer service	1,600

Goal 2: Training and Materials. Provide training and materials for teachers and students throughout the entire state of Idaho.

Objective 1: Promote, provide and manage the International Economic Summit program throughout Idaho to prepare students to live and work in the rapidly changing global economy.

Performance Measures	Benchmarks
• Summit programs per year	10

Objective 2: Promote, provide and manage financial literacy education throughout Idaho including the Stock Market Game and other programs as appropriate.

Performance Measures	Benchmarks
• Teams participating	1,500

Objective 3: Expand economic and financial education to include on-line programs in order to reach teachers and students who would not otherwise be able to participate.

Performance Measures	Benchmarks
• On-line courses offered annually	1

Goal 3: International Competitiveness. Expand economic education to include international awareness, an understanding of the process of globalization and the ability

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to work with people of other nations with the goal in mind of keeping Idaho competitive in the future.

Objective 1: Provide training to schools with programs in international education

Performance Measures

Benchmarks

- | | |
|--|---|
| <ul style="list-style-type: none">• Number of districts received training annually | 3 |
|--|---|

External Factors

Funding

Operation of the Idaho Council and Centers depends on funding from a variety of sources include the Boise State and the other sponsoring universities, the annual state budgeting process, fees charged for participating in programs and from outside grants and donations. Any disruption of these sources of funding would negatively impact the Council's ability to reach the goals and objectives outlined in this plan.

School Districts and Schools

Programs offered by the Idaho Council and Centers are not mandatory, even though these programs are tied to Idaho's state achievement standards. The Council's ability to reach the goals outlined depends on the willingness and ability of districts and schools to support and participate in the programs offered.

Contact

Leon Maynard, President, Idaho Council on Economic Education, Boise State University
1910 University Dr. Suite E526, Boise, Idaho 83725. 208-426-1810.
LeonMaynard@boisestate.edu

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Idaho State University Strategic Plan

Mapping Our Future: Leading in Opportunity and Innovation

2009-2013 Executive Summary

Idaho State University

Vision: Idaho State University strives to advance scholarly and creative endeavor through the creation of new knowledge, cutting-edge research, innovative artistic pursuits and high-quality academic instruction; to use these qualities to enhance technical, undergraduate, graduate, and professional education, health care, and other services provided to the people of Idaho, the Nation, and the World; and to develop citizens who will learn from the past, think critically about the present, and provide leadership to enrich the future in a diverse, global society.

State Board of Education-Assigned Mission: As a regional public Doctoral/Research University, Idaho State University meets the needs of a diverse population with certificate, associate, baccalaureate, master's and doctoral degree offerings, as well as family practice, dental, and pharmacy residency programs. Through programs in pharmacy and health-related professions, ISU is the state's lead institution for education in the health professions and related biological and physical sciences. The preparation of teachers, administrators, and other education professionals is another primary emphasis at ISU. Programs in business and engineering respond to a variety of current and emerging demands within the state and region, and, with the change in focus of the Idaho National Laboratory to nuclear science, ISU will expand its programming in this area and continue its leadership. ISU is committed to maintaining strong arts and sciences programs as independent, multifaceted fields of inquiry and as the basis of other academic disciplines. The University offers a substantial array of graduate programs in the arts and sciences, education, and health professions. As a part of its community college function, ISU provides students high quality professional education and technical training in response to the needs of private industry.

GOAL ONE: *Achieve academic excellence in undergraduate, graduate, professional, and technical education.*

OBJECTIVE 1.1: Enhance program excellence through an effective student mix and the maintenance of a strong and balanced student enrollment.

Performance Measure 1: Number of Level 2 (well-prepared) students as a percent of student population.

Benchmark: Number of Level 2 students meets or exceeds last year's numbers.

Performance Measure 2: Overall student enrollment numbers.

Benchmark: Student enrollment numbers meets or exceeds last year's numbers.

OBJECTIVE 1.2: Recruit and retain a faculty that sustains a high quality learning environment through effective teaching, productive scholarship, and committed institutional and public service.

Performance Measure: Number of successful faculty recruitments as a percent of searches implemented.

Benchmark: Number of successful recruitments meets or exceeds last year's numbers.

OBJECTIVE 1.3: Provide library services that enhance the effectiveness of academic programming and research support for students and faculty.

Performance Measure: Fiscal and organizational resources to maintain and enhance existing library resources.

Benchmark: Level of fiscal and organizational resources meets or exceeds last year's level.

OBJECTIVE 1.4: Create and maintain instructional facilities that enhance program effectiveness.

Performance Measure: Level of fiscal and organizational resources to maintain and enhance existing facilities.

Benchmark: Level of fiscal and organizational resources meets or exceeds last year's level.

GOAL TWO: *Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge.*

OBJECTIVE 2.1: Develop and maximize the creative and scholarly performance of ISU faculty and students.

Performance Measure: Levels of external grants, awards, and contracts.

Benchmark: Levels meet or exceed last year's level.

OBJECTIVE 2.2: Develop strategic public and private partnerships focused on advancing the institutional mission, programming needs, and the needs of surrounding public and private entities.

Performance Measure: Numbers of public and private partnerships in place.

Benchmark: Numbers of partnerships to meet or exceed last year's numbers.

OBJECTIVE 2.3: Create and maintain research facilities and infrastructure that enhance program effectiveness.

Performance Measure: Level of fiscal and organizational resources to maintain and enhance existing facilities.

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Benchmark: Level of fiscal and organizational resources meets or exceeds last year's level.

GOAL THREE: *Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research.*

OBJECTIVE 3.1: Increase the numbers of clinical faculty employed by and affiliated with the University.

Performance Measure: Numbers of clinical faculty employed by and affiliated with the University.

Benchmark: Numbers of clinical faculty employed/affiliated meets or exceeds last year's numbers.

OBJECTIVE 3.2: Develop strategic public and private partnerships with health care organizations, facilities, and professional and provider organizations throughout the state and region.

Performance Measure: Numbers of public and private partnerships in place.

Benchmark: Numbers of partnerships to meet or exceed last year's numbers.

OBJECTIVE 3.3: Enhance both governmental support and finances as well as external fund raising focused on health and medical education.

Performance Measure: Levels of governmental support and external grants and contracts focused on health and medical education.

Benchmark: Levels meet or exceeds last year's levels.

OBJECTIVE 3.4: Establish a distributive medical education program to leverage existing health care expertise and serve needs across the State of Idaho.

Performance Measure: Concrete understanding of specific medical education needs across the State of Idaho.

Benchmark: Collaboration with State work group to produce statewide study.

GOAL FOUR: *Prepare students to function in a global society.*

OBJECTIVE 4.1: Enrich learning and research opportunities for both students and faculty through greater development of international programming.

Performance Measure: Numbers of international study and exchange agreements in place.

Benchmark: Numbers of agreements in place meet or exceed last year's numbers.

OBJECTIVE 4.2: Recruit and retain students, faculty, and staff from underrepresented groups to better serve institutional and community needs for integration of multicultural and gender-related perspectives in our range of programming.

Performance Measure: Numbers of student, faculty, and staff from underrepresented groups as percent of overall numbers.

Benchmark: Numbers in each category meet or exceed last year's numbers.

OBJECTIVE 4.3: Create instructional, research, residential, and social environments that encourage the social integration of all students, faculty, staff, and the larger community.

Performance Measure: Numbers of programs/events that foster peer involvement, social engagement, and institutional connections early in students' college careers.

Benchmark: Numbers of programs/events meet or exceed last year's numbers.

GOAL FIVE: *Focus institutional instructional and research expertise on community and societal needs throughout the state, region, nation, and world.*

OBJECTIVE 5.1: Enhance partnerships with other institutions of higher education throughout the state and region.

Performance Measure: Number of partnerships with other institutions of higher education.

Benchmark: Number of partnerships meets or exceeds last year's number.

OBJECTIVE 5.2: Strengthen partnerships with K-12 organizations to enhance students' abilities to enter and ascend ISU's educational ladder of opportunity.

Performance Measure: Number of partnerships with K-12 organizations.

Benchmark: Number of partnerships meets or exceeds last year's number.

OBJECTIVE 5.3: Develop and maintain continuing education services founded on quality, access, affordability, and flexibility.

Performance Measure: Numbers of continuing education offerings and range of services offered.

Benchmark: Number of offerings and range of services offered meets or exceeds last year's numbers.

OBJECTIVE 5.4: Enhance existing alumni relations and support and develop further resources aimed at supporting the University's mission.

Performance Measure: Update and streamlining of alumni organization data and records processes.

Benchmark: Successful implementation of applicable ERP modules/interface.

GOAL SIX: *Promote the efficient and effective use of resources.*

OBJECTIVE 6.1: Develop a culture of effective and efficient governance based on organization, communication, accountability, consistency, relationship building, and university-wide prioritization.

Performance Measure: Comprehensive institutional strategic plan.

Benchmark: Completion of plan and alignment across colleges/units.

OBJECTIVE 6.2: Provide an administrative infrastructure that provides proper budgeting processes and sound budgetary oversight.

Performance Measure: Comprehensive institutional budget process.

Benchmark: Further refinement of plan and implementation institution-wide.

OBJECTIVE 6.3: Develop a clear and concise Manual of Administrative Policies and Procedures that help to ensure compliance with applicable laws and regulations, promote operational efficiencies, enhance the University's mission, and reduce institutional risks.

Performance Measure: Numbers of MAPPS completed and implemented.

Benchmark: Numbers of MAPPS will meet or exceed last year's numbers.

OBJECTIVE 6.4: Strengthen fiscal controls, with attention to stakeholder involvement and understanding, to maximize the propriety of and control over financial transactions, as well as ensure that assets are protected and costs are incurred only when necessary.

Performance Measure: Numbers of external audit recommendations.

Benchmark: Numbers of recommendations will show decrease or meet last year's numbers.

OBJECTIVE 6.5: Ensure that Information Technology Services supports the university's missions for teaching and learning, research, and administration applications by providing appropriate information and instructional technology and support, built on an effective and reliable information technology infrastructure.

Performance Measure: Fiscal and organizational resources to maintain and enhance existing ITS resources.

Benchmark: Level of fiscal and organizational resources meets or exceeds last year's level.

KEY EXTERNAL FACTORS
(BEYOND DIRECT CONTROL OF IDAHO STATE UNIVERSITY)

Funding:

Many Idaho State University strategic goals and objectives assume on-going and sometimes substantive additional levels of State legislative appropriations. Availability of state revenues, upon which appropriation levels depend, can be uncertain from year to year. Similarly, while gubernatorial and legislative support for ISU efforts are significant, priorities set by those bodies vary from year to year, affecting planning for institutional initiatives and priorities.

Legislation/Rules:

Beyond funding considerations, many institutional and SBOE policies are embedded in state statute or rule and are not under institutional or SBOE control. Changes to statute and rule desired by the institution are accomplished according to state guidelines. As with SBOE rules, rules require public notice and opportunity for comment, gubernatorial support, and adoption by the Legislature. Proposed legislation, including both one-time and ongoing requests for appropriated funding, must be supported by the Governor, gain approval in the germane legislative committees, and pass both houses of the Legislature.

Federal Government:

A great deal of educational and extramural research funding for ISU and the SBOE is provided by the federal government. Funding is often tied to specific federal programs and objectives, and therefore can greatly influence both education policy and extramurally-funded research agendas at the state and the institutional levels.

Local/Regional/National/Global Economic Outlook:

Conventional wisdom has long tied cyclic economic trends to corresponding trends in higher education enrollments. While some recent factors have caused this long relationship to be shaken in terms of monies students and prospective have available for higher education, in general the perceived and actual economic outlooks experienced by students continues to affect both recruitment

into our colleges and universities as well as degree progress and completion rates. As commodities prices for a range of items from food to fuel continue to experience volatility, we can expect students' economic experiences to continue to affect their ability and willingness over the short term to engage higher education.

Regional and National Demographic Trends:

As with economic trends, demographic trends throughout the region and nation continue to affect both recruitment into higher education, as well as a range of progress and completion issues. These changing social demographics and the corresponding changes in our student and prospective student demographics will make it increasingly important for ISU to critically examine our range of services and functions and to continue to refine them to better serve the range of constituencies which constitute our institutional and larger communities.

ISU Department of Family Medicine Strategic Planning

Mission Statement

The Idaho State University Family Medicine Residency provides a collegial learning experience through which residents become mature, competent and compassionate family physicians. In an environment characterized by academic, technological and clinical innovation, each learner and teacher is encouraged to pursue a path of individual professional growth and leadership. From public policy advocacy to cutting edge information technology to high-quality, multidisciplinary care for the underserved, we seek and encourage the best in family medicine

GOAL 1: Access – Recruitment of physicians for Idaho

Objectives for access:

1. Hospitalist – complete formation of PMC/ISU hospitalist program
 - *Performance measure:*
 - Number of hospitalists
 - *Benchmark:*
 - Achieve critical mass of 5 hospitalists
2. Improve residency recruitment methodology
 - *Performance measure:*
 - Number of residents recruited
 - *Benchmark:*
 - All National Residency Matching Program positions filled
3. Achieve accreditation for new rural training track (RTT) in Rexburg
 - *Performance measure:*
 - Application and site visit approval for RTT
 - *Benchmark:*
 - Initial accreditation for RTT granted by Residency Review Committee
4. Expand first-year class to 7 residents to fill RTT
 - *Performance measure:*
 - Number of residents
 - *Benchmark:*
 - Number of residents will increase
5. Assist ISU in developing new medical departments
 - *Performance measure:*

- Number and diversity of medical departments
- *Benchmark:*
 - Number of departments will increase

GOAL 2: Quality – Sustain and continuously improve medical care for Idaho citizens through education, quality improvement, and clinical research

Objectives for quality:

1. Embed quality improvement and pay-for-performance initiatives into all clinical activities
 - *Performance measure:*
 - Quality indicators as quantified by the Medical Quality Improvement Consortium (MQIC)
 - *Benchmark:*
 - Improve MQIC quality indicator scores
2. Develop experiential learning modules for ISU Health Information (HI) degree
 - *Performance measure:*
 - Number of HI experiential learning modules
 - *Benchmark:*
 - Number of HI learning modules will increase
3. Improve resident teaching and documentation of psychosocial issues in electronic health record (EHR)
 - *Performance measure:*
 - Documentation of psychosocial issues in EHR
 - *Benchmark:*
 - Percentage of charts with documentation of psychosocial issues will increase
4. Develop additional pediatric training opportunities with the Spokane Family Medicine Residency Program
 - *Performance measure:*
 - Number of pediatric rotations in Spokane taken by ISU Residents
 - *Benchmark:*
 - Number of pediatric rotations in Spokane will increase
5. Expand clinical research program by identifying new project opportunities
 - *Performance measure:*
 - Number of new clinical research projects
 - *Benchmark:*
 - Number of new research projects will increase

GOAL 3: Efficiency – improve long-term financial viability of the department/residency program

Objectives for efficiency:

1. Identify the best operational and financial structure to maximize funding streams and clinical revenues
 - *Performance measure:*
 - Identify residency structural change with a potential for improving funding streams
 - *Benchmark:*
 - Structural change initiated
2. Transition residency program through change in ownership and administration of Portneuf Medical Center (PMC)
 - *Performance measure:*
 - Level of support from PMC for ISU Family Medicine
 - *Benchmark:*
 - No reduction in financial and programmatic support

Key External Factors (beyond control of the ISU Department of Family Medicine)

These key external factors have been categorized by access, quality, and efficiency.

ACCESS

Workforce needs:

Idaho remains a physician shortage area. The residency is needed to assist the state in recruiting physicians especially for rural areas.

Indigent Care:

The indigent, Medicare and Medicaid patients have poor access to care. The residency is critical to provision of care.

National Institutes of Health Funding:

The program's research division is based on a continuing level of NIH research funding.

Federal Title VII Funding:

The program continues to develop a number of initiatives including a perinatal outreach program, women's health and quality improvement programs based on Title VII grants.

QUALITY

The Family Medicine Residency of Idaho (Boise):

The ISU Family Medicine Residency in Pocatello is dependent on the Boise residency for pediatric training as there is insufficient pediatric training available in Pocatello.

The University of Washington WWAMI program:

Idaho and all the Washington, Alaska, Montana and Wyoming programs are dependent on the UW network for Faculty development programs, director support, interim program evaluations, chief resident training, legislative updates and program research and scholarship enhancement.

EFFICIENCY

Hospital sponsorship:

The residency funding is dependent on hospital sponsorship and pass-through of Medicare medical education funds.

Upper Payment Limit funds:

Federal upper payment limit funds are claimed by the state annually with some pass through both to nursing and physician education.

Medicare:

The level of reimbursement from Medicare to hospitals through cost reporting process underpins graduate medical education throughout the nation.

Community Health Center:

The residency intends to merge with a CHC. Ongoing CHC funding and a maintained relationship is critical to the success of that component of the strategic plan.

Strategic Planning – Mid-term (3-5 years)

The ISU Department of Family Medicine has defined mid-term (3-5 years) and long-term (6-10 years) strategic planning components some of which are outlined below.

GOAL 1: Access – Recruitment of physicians for Idaho

Objectives for access

1. Expand core residency program to 8-7-7 with two residents in RTT
 - *Performance measure:*
 - Number of residents
 - *Benchmark:*
 - Increased number of residents
2. Start a hospitalist fellowship program
 - *Performance measure:*
 - Number of hospitalist fellows
 - *Benchmark:*

- Increased number of hospitalist fellows

GOAL 2: Efficiency – Improve long-term financial viability of the department/residency program

Objectives for access

1. Develop and a Foundation giving plan for a new primary care center of excellence
 - *Performance measure:*
 - Amount of foundation giving
 - *Benchmark:*
 - Increased amount of foundation giving

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Idaho Dental Education Program

STRATEGIC PLAN

2009-2013

MISSION STATEMENT

The Mission of the Idaho Dental Education Program is to provide Idaho residents with access to quality educational opportunities in the field of dentistry.

The Idaho Dental Education Program is designed to provide Idaho with outstanding dental professionals through a combination of adequate access for residents and the high quality of education provided. The graduates of the Idaho Dental Education Program will possess the ability to practice today's dentistry. Furthermore, they will have the background to evaluate changes in future treatment methods as they relate to providing outstanding patient care.

The Idaho Dental Education Program is managed so that it fulfills its mission and vision in the most effective and efficient manner possible. This management style compliments the design of the program and provides the best value for the citizens of Idaho who fund the program.

GOALS OF THE IDAHO DENTAL EDUCATION PROGRAM

The Idaho Dental Education Program (IDEP) serves as the sole route of state supported dental education for residents of Idaho. The IDEP program has been consistent in adhering to the mission statement by fulfilling the following goals:

Goal 1: Provide access to a quality dental education for qualified Idaho residents.

Objective:

Provide dental education opportunities for Idaho residents comparable to residents of other states.

- *Performance Measure:*
 - Contract for 4-year dental education for at least 8 Idaho residents.
- *Benchmark:*
 - Current contract in place with Creighton University School of Dentistry or another accredited dental school.
- *Performance Measure:*
 - Board examination scores on both Parts I and II of the Dental National Boards.
- *Benchmark:*
 - Average National Board examination scores will be above 70%.

- *Performance Measure:*
 - Percentage of first time pass rate on the Western Regional Board Examination or Central Regional Dental Testing Service.
- *Benchmark:*
 - Pass rate will meet or exceed 90%.

Objective:

Provide additional opportunities for Idaho residents to obtain a quality dental education.

- *Performance Measure:*
 - Number of students in the program.
- *Benchmark:*
 - Increase the number of students in the program from 8 to 10.

Goal 2: Maintain some control over the rising costs of dental education.

Objective:

Provide the State of Idaho with a competitive value in educating Idaho dentists.

- *Performance Measure:*
 - State cost per student.
- *Benchmark:*
 - Cost per student will be less than 50% of the national average state cost per DDSE (DDS Equivalent). The cost per DDSE is a commonly utilized measure to evaluate the relative cost of a dental education program.

Goal 3: Serve as a mechanism for responding to the present and/or the anticipated distribution of dental personnel in Idaho.

Objective:

Help meet the needs for dentists in all geographic regions of the state.

- *Performance Measure:*
 - Geographical acceptance of students into the IDEP program.
- *Benchmark:*
 - Students from each of the 4 regions of Idaho (North, Central, Southwest, and Southeast) granted acceptance each year.
- *Performance Measure:*
 - Return rates.
- *Benchmark:*
 - Maintain return rates of program graduates in private practice which average greater than 50%.

Goal 4: Provide access for dental professionals to facilities, equipment, and resources to update and maintain professional skills.

Objective:

Provide current resources to aid the residents of Idaho by maintaining/increasing the professional skills of Idaho Dentists.

- *Performance Measure:*
 - Continuing Dental Education (CDE).
- *Benchmark:*
 - Provide at least one continuing dental education opportunity biannually.
- *Performance Measure:*
 - Remediation of Idaho dentists (if/when necessary).
- *Benchmark:*
 - Successfully aid in the remediation of any Idaho dentist, in cooperation with the State Board of Dentistry and the Idaho Advanced General Dentistry Program, such that the individual dentist may successfully return to practice.

KEY EXTERNAL FACTORS:

Funding:

Most Idaho Dental Education Program goals and objectives assume ongoing, and in some cases additional, levels of State legislative appropriations. Availability of these funds can be uncertain.

Program Participant Choice:

Some IDEP goals are dependent upon choices made by individual students, such as choosing where to practice. As this is beyond our control, we have had an excellent track record of program graduates returning to Idaho to practice.

Student Performance

Some of the goals of the program are dependent upon pre-program students to excel in their preparation for the program. However, we have not encountered difficulty in finding highly qualified applicants from all areas of the State.

**2009-2013
Strategic Plan
Idaho Museum of Natural History**

Approved:

Jennifer Fisher, Director, Idaho Museum of Natural History

Dr. Robert Wharton, Vice President for Academic Affairs, Idaho State University

Dr. Arthur Valais, President, Idaho State University

Seven Strategic Directives were identified that encompass the plan for the Idaho Museum of Natural History over the next three years. These are areas of focus and goals that lead to the delivery of core services and achievement of the vision. They are:

- Fulfill and enhance core services
- Increase revenue
- Strengthen the Museum's professional standing
- Strengthen relationships with key constituents
- Ensure acquisition, retention, and professional development of necessary staff / human resources
- Create and implement a shared Museum vision
- Identify, develop and implement effective, efficient technology systems to support all Museum functions

The goals identified within these areas of focus encompass all Museum activities for the next three years. In a few cases it was recognized that a goal was larger than three years could accommodate, and five years was set as the time frame. Each Goal has supporting objectives with related measures and benchmarks.

Brief History of the Idaho Museum of Natural History

The Idaho Museum of Natural History was founded in 1934 in Pocatello as the Historical Museum at the Southern Branch of the University of Idaho, as Idaho State University was then called. The Museum was established by a group of professors in an effort to collect, preserve, and display the region's natural and cultural heritage

The earliest collections, consisting of about 5,000 objects, were primarily anthropological, archaeological and historical artifacts largely donated by the Pocatello Chamber of Commerce and faculty and supporters of the Southern Branch. The biological collections were developed by faculty in the Biological Sciences Department at approximately the same time. The Museum was governed by a 17-member Historical Museum Committee until the mid-1950's when it was renamed the Idaho State College Museum and its first full-time director was appointed. In 1963, Idaho State College became Idaho State University, and the Museum changed its name to the Idaho State University Museum.

For many years, the Museum's holdings were strewn about the ISU campus in a variety of buildings. In 1976, Museum offices, exhibits and collections finally found a permanent home in the old library building, now known as the Museum Building. In 1977, the museum reoriented its mission to focus on natural history and the Ray J. Davis Herbarium and zoological collections were formally

transferred from the ISU Department of Biological Sciences. Its historical collections were deaccessioned to the Idaho State Historical Society, the Bannock County Historical Society, and the Idaho State University Library.

Also at this time, Museum and university officials worked at the state level to gain recognition for the Museum. In May 1977, the Idaho State Board of Education adopted a resolution requesting that Governor John Evans designate the Idaho State University Museum as the Idaho Museum of Natural History (IMNH); he signed this proclamation on July 1, 1977. In 1986, the Idaho State Legislature confirmed the governor's proclamation by enacting legislation that formally designated the Museum as the official state museum of natural history (Idaho Statute 33-3012)

IMNH now exists as a Special Program of Public Service (with separate line-item funding) of the Idaho State Board of Education, with Idaho State University providing additional support, advocacy and supervision. Currently the Museum holds and cares for over 500,000 natural and cultural objects in its collections areas located in the Museum building's basement and fourth floor. The basement also houses the exhibition fabrication shop and artifact and fossil preparation laboratories. The main floor contains administrative offices, the Education Resource Center, education classroom, and Children's Discovery Room, the Stirton-Kelson Library, exhibition galleries, exhibition graphics studio, and Museum Store. Research areas, including the Idaho Virtualization Laboratory, space for student and visiting researchers, and curator offices are found in the basement and on the fourth floor

In 2009, the Idaho Museum of Natural History will celebrate its 75th birthday

Guiding Principles

Core Functions mandated by Idaho Statute 33-3012

- To collect, care for, research, interpret and present, through educational programs and exhibitions, Idaho's cultural and natural heritage
- To support and encourage local and municipal natural history museums throughout the state of Idaho

Mission Statement

The Idaho Museum of Natural History actively nurtures an understanding of and delight in Idaho's natural and cultural heritage. As the official state museum of natural history, it acquires, preserves, studies, interprets and displays natural and cultural objects for Idaho residents, visitors and the world's community of students and scholars. The Museum also supports and encourages Idaho's other natural history museums through mentoring and training in sound museological practices.

Core Values

Stewardship: We care for collections with dedication and accountability

Community: We engage a diverse community by understanding their interests and empowering their personal relationship with natural and cultural heritage

Excellence: We educate and inspire with professional integrity, scholarship, research and innovation

Respect: We listen, consider, and respond fairly to all voices

Vitality: We flourish by cultivating multiple, diverse avenues of support

Vision of Success

- IMNH is well recognized by its constituents and colleagues for outstanding research, collections, and interpretation of Idaho's natural and cultural treasures. We consistently draw diverse and increasing patronage from scholars, educational institutions, and the public-at-large
- We pursue programs in collections enhancement and research to support our mission
- Our interpretive programs are based on audience input, academic research and professional standards, and are scholarly, meaningful, accessible and engaging
- Idaho natural history museums benefit from IMNH resources and services
- Research, collections, and interpretation have an ample and appropriate facility in accordance with all accepted standards of curation, care and delivery
- Diverse funding sources amply support all aspects of operation and staff positions for IMNH mission areas and the retention of outstanding employees
- Partners – educators, businesses, state and federal agencies, and other community service organizations and individuals – are actively engaged in fulfilling the IMNH mission through contributions of funding, time, expertise and advocacy
- Appropriate technologies support all IMNH mission areas efficiently and effectively

Motto

“Nurturing an understanding of and delight in Idaho’s natural and cultural heritage”

Strategic Directives and Goals Objective Plans

Strategic Directive I: Fulfill and enhance core services

Goal 1: Deliver core services

Objectives:

- Collect, care for, research, and interpret Idaho's natural and cultural treasures
- Support and encourage Idaho's natural history museums

Measures:

- Identify natural and cultural treasures that require attention and need to be collected and preserved
- Complete cataloging and data entry for objects in collections
- Reduce number of objects requiring conservation
- Properly accession and store new collections
- Properly process all loan and access requests
- All research initiatives continue to produce results as specified in research plans
- Create educational programs and exhibits to produce results as specified in interpretative and exhibit plans
- Serve on boards and present at conferences of Idaho Association of Museums and Western Museum Association conferences and provide mentoring and traveling exhibits as requested

Benchmarks:

- Meet or exceed the American Association of Museum's Accreditation Program Standards and attain reaccreditation

Goal 2: Strengthen collections and enhance their status

Objectives:

- Evaluate local, national, and international significance of all collections
- Evaluate collections for weaknesses, explore how to correct
- Explore our user audiences and examine venues for promoting our collections to new users
- Explore costs for undertakings identified
- Implement plans as indicated

Measures:

- Report written on significance of collections
- Report written on weaknesses and recommendations for correction
- Explore options for promoting collections such as presenting at conferences, hosting conferences, increasing publications, and attending professional meetings

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- Identify funds needed to address promoting collections to new users and correcting weaknesses in collections
- Collections strengthened and status improved

Benchmark:

- Increase in the total number of users and venues identified equal to or exceeding the preceding year

Goal 3: *Increase space for all Museum functions*

Objectives:

- Assess and prioritize available space and needs
- Develop and implement plan to optimize available space
- Conduct campaign to raise awareness of supplemental space needs
- Explore ideal IMNH facility

Measures

- Comprehensive lists of available space / needs developed
- Detailed lists of needs outlining size and usage developed
- Report written outlining plan to optimize available space for high priority needs developed
- Implement plan to optimize usage of available space implemented
- Invite ISU / SBOE to tour museum and to recognize and support IMNH space needs
- Get ISU / SBOE engaged in seeking solutions for space needs
- White paper addressing ideal IMNH facility produced

Benchmarks

- Increase in the amount of space utilized by all museum staff, collections, and functions

Goal 4: *Increase Museum research opportunities*

Objectives:

- Develop materials that describe IMNH strengths and research opportunities
- Meet with appropriate entities (e.g. ISU departments, state agencies, etc.) to disseminate information and investigate partnerships
- Hold retreat-like forum to discuss IMNH strengths and opportunities
- Hold second forum to present and vet the ideas
- Explore refined list
- At least one idea is being pursued

Measure:

- Prepare presentation package
- Present all ISU departments with strengths and depth of IMNH for research opportunities

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- White paper assembled with list of potential areas to explore and a plan for whom, when, and how
- Refined list of ideas assigned for further fleshing out (resources needed, start-up and sustainability costs, funding opportunities)
- White paper prepared describing each idea

Benchmark:

- Increase IMNH funding through grants, contracts, and external funding from previous year

Goal 5: *Strengthen Museum exhibits and educational programs to better represent mission, research, and collections for a wider audience*

Objectives:

- Develop and implement interpretive plan reflecting our mission, research, and collections and which rigorously incorporates audiences' needs and curriculum standards

Measure:

- Creation of interpretive plan to assist with development of exhibits and educational programs in accordance with the IMNH Strategic Plan

Benchmark:

- Increase in the number of exhibits, temporary exhibits, and educational programs produced and assessed

Goal 6: *Attain economic self-sufficiency for the Museum Store*

Objectives:

- Create business plan for Museum Store
- Create a viable Museum E-store
- Increase sales for on-site Museum Store
- Make store manager position full-time and permanent

Measure:

- Business plan is created and implemented
- Museum E-store is created and implemented
- Store manager position becomes full-time and permanent

Benchmark:

- Amount of increase in store sales at least 10% over previous year bringing the store toward economic self-sufficiency

Goal 7: *Expand IMNH Membership Program*

Objectives:

- Increase IMNH Membership by conducting a yearly membership drive
- Initiate Kid's Membership Program
- Encourage broader community support
- Increase member participation in Museum events

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- Integrate and coordinate membership events with Museum divisions and activities
- Develop and implement membership events schedule
- Follow through with membership benefit events and recognition at each level

Measures:

- Assess effectiveness of annual membership drives
- Assess interest in kids membership program, and, if sufficient interest establish strategies and protocols
- IMNH and the Friends of the Museum will co-sponsor at least one successful activity to encouraged broader community support of the Membership Program
- Monthly meetings for staff to integrate and coordinate membership events
- Explore donor recognition

Benchmarks:

- White paper produced outlining history, current relationship and potential role of the Friends of IMNH
- Member survey developed and data collected; results assessed and protocols developed
- Several meetings have been held with the Friends' to explore potential partnerships that encourage broader community support of the Membership Program
- Continually assess protocols, membership benefits, members events and recognition strategies, and increase member participation by 10% over preceding year

Goal 8: *Explore and pursue opportunities to publish Museum-related topics*

Objectives:

- Assess audiences for Museum-related publications
- Based on audience assessment, develop a business plan for Museum-related publications, if indicated
- Pursue opportunities to publish Museum-related topics, if indicated
- Business plan for publishing Museum-related topics implemented

Measures:

- Profile of IMNH publications audiences obtained
- Create a business plan for producing and marketing publications
- Develop Museum-related publications
- Pursue publication opportunities

Benchmarks:

- Number of publications successfully planned, completed, and offered to constituent groups

Strategic Directive II: *Increase revenue*

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Goal 1: *Pursue funding from repositing agencies in support of collections*

Objectives:

- Examine existing agreements and other repository structures
- Track IMNH resources currently expended for repository activities
- Review national repository storage and processing fees
- Solicit MOUs from repositing agencies
- Prepare and send letter to repositing agencies including status report for their collections; solicit their comments
- Explore marketing our repository services to a regional audience
- Actively track and support appropriate legislation that funds repositing agencies' collection activities
- Follow up as indicated

Measures:

- Letters and reports sent; feedback received
- Feasibility report produced

Benchmarks:

- Report of findings produced
- MOUs with 100% of agencies repositing collections at IMNH
- Funding for repository collections increased by 10% over the previous year

Goal 2: *Foster an environment to enable exploring and pursuing more grant opportunities*

Objectives:

- Brainstorm with staff about potential projects suited to grants
- Prioritize projects based on available staff and resources
- Identify available granting resources, especially funding sources for previous IMNH projects, and identify matching requirements
- Based on priority ranking and available matching resources, begin writing grants
- Follow up as indicated

Measures:

- Identify and produce prioritized list of projects to pursue
- Identify available resources and matching requirements
- Submit grant proposals by appropriate deadlines

Benchmarks:

- Increase in the number of grant proposals submitted from previous year
- Increase in the number of grant proposals received from previous year
- Increase in the total dollars received from grant funding

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Goal 3: *Increase sponsorships for public programs*

Objectives:

- Determine sponsorship opportunities for programs as they arise
- Develop sponsorship approach for each program
- Create list of appropriate potential sponsors based on approach
- Create sponsorship pitch materials for each program (as needed)
- Secure sponsorships

Measures:

- Identify sponsorship opportunities
- Generate list of potential sponsors for each program
- Solicit support from potential sponsors

Benchmarks:

- Sponsorship money will increase by 10% over previous year

External Factors Influencing this Goal

- Competitive funding environment challenges our ability to present Museum opportunities to potential sponsors

Strategic Directive III: Strengthen the Museum's visibility and professional standing

Goal 1: *Strengthen Museum visibility and name recognition*

Objectives:

- Assess current Museum visibility and name recognition
- Create annual general Museum marketing plan
- Implement strategies from marketing plan
- Develop strategies for differentiating IMNH from other museums
- Track marketing plan success

Measures:

- Update marketing plan
- Implement strategies and protocols
- Track visitation and log visitor comments
- Surveys created and implemented; results tabulated

Benchmarks:

- Attendance at Museum programs will increase over previous year
- Percent of visitation will increase over previous year
- Number of newspaper, television, and other media spots will increase over previous year

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Goal 2: *Attain reaccreditation with the American Association of Museums*

Objectives:

- Secure or develop required documents, as necessary
- Complete Self-Study
- Host Visiting Committee for on-site reaccreditation evaluation
- Museum reaccreditation secured

Measures:

- All required documentation identified and developed
- Self-study questionnaire and required documentation completed and submitted on time
- On-site evaluation completed

Benchmarks:

- Fully reaccredited without concerns or conditions

Goal 3: *Complete and implement American Association of Museum's Museum Assessment Program (MAP) III - Public Dimension Assessment (PDA)*

Objectives:

- Implement peer reviewers' Assessment Report

Measures:

- Implementation goals assessed during yearly strategic planning; progress form completed and submitted on time

Benchmarks:

- Meet or exceed the recommendation made by the Assessment Report

Goal 4: *Conduct year-long state-wide 75th Anniversary celebration for Museum in 2009 - 2010*

Objectives:

- Secure the support of key entities (ISU administration/departments, SBOE)
- Convene Celebration Committee
- Develop Celebration timeline and budget
- Plan activities and secure sponsors
- Hold year-long state-wide celebration of Museum's 75th Anniversary

Measures:

- Secure support of key entities
- Identify and select potential committee members and hold regular meetings
- Celebration timeline and budget developed
- Activities planned and sponsors secured

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Benchmarks:

- Host a successful year-long state-wide celebration of the Museum's 75th Anniversary beginning December 2009
- Secure long-term support and increased funding for IMNH

Strategic Directive IV: Strengthen relationships with key constituents

Goal 1: Increase understanding of users of core Museum services, their needs, and their preferred receipt of services

Objectives:

- Review previous surveys for information about who our audiences are and what we learned from the survey process
- Develop new surveys for visitors and the community-at-large to test their needs and how they would like them delivered
- Hold focus groups to learn how IMNH can better serve its audiences
- Create a statewide Museum Advisory Board
- Track, analyze, and use information gathered to shape core services

Measures:

- Create report of audience findings and target audience
- Create and implement at least one survey
- Create and hold at least one focus group
- Create list of potential board members, create advisory board and begin holding regular meetings
- Summary report with recommendations produced

Benchmarks:

- Using input from surveys and focus groups, the Museum will identify the communities it serves and makes appropriate decisions in how it serves them
- Advisory board is created with representation from around the state

Goal 2: Strengthen relationship with ISU administration, faculty, students and the community-at-large

Objectives:

- Assess and strengthen the relationships with ISU administration, faculty, students, and other major entities such as Obler Library and the Center for Ecological Research and Education
- Assess and strengthen relationships with likely community partners

Measures:

- Develop and implement survey to identify key issues and explore solutions
- Hold regular meetings between director and key administrators, deans, directors, department chairs, etc

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- Invite at least three key administrators, deans, directors, department chairs, etc. to tour the Museum
- Invite ASISU officers and/or Senate to tour the Museum
- Present a \$.50/per student budget request to ASISU to be allocated to support IMNH and to allow students better access to the Museum and its programs
- Follow up on recent successes, and continue to host events directed toward the ISU community
- Work with ISU community partners to encourage their support and participation in Museum activities.

Benchmarks:

- Increase in the number of ISU visitors and ISU partners working with the museum over the previous year
- Increase in the number of community visitors and communities partners working with the museum over the previous year

Strategic Directive V: Ensure acquisition, retention, and professional development of necessary staff / human resources

Goal 1: Increase opportunities for professional development

Objectives:

- Assess professional development needs
- Identify professional development opportunities
- Develop and implement a plan to provide increased professional development
- Regularly assess and revise plan for increased professional development

Measures:

- Assess all staff's professional development needs and identify professional development opportunities
- Create and implement a plan for increased professional development
- Reassess professional development needs on an annual basis

Benchmarks:

- 100% of staff are able to pursue at least one professional development opportunity each year

Goal 2: Increase number of human resources (work study, undergraduate and graduate students, volunteers and/or paid staff)

Objectives:

- Identify our current human resource base and sources
- Identify specific projects that require additional assistance and explore avenues for filling those needs
- Monitor and enhance volunteer services program

Measures:

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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- Annually project human resource needs and submit requests through the budget process
- Explore additional avenues for filling additional assistance needs such as work study, student interns, etc
- Continue to recruit volunteers

Benchmarks:

- AAM's Characteristics of an Accreditable Museum require that the composition, qualifications, and diversity of the Museum's leadership, staff, and volunteers enable it to carry out the Museum's mission and goals
- Increase in the number of volunteer service hours
- Number of human resources increased over the previous year

External Factors Influencing this Goal

- Many IMNH strategic goals and objectives assume ongoing and substantive levels of State line-item legislative appropriations. Availability of state revenues, upon which appropriations depend, has been woefully inadequate to meet human resource needs

Goal 3: Review job descriptions and performance plans for all Museum functions

Objectives:

- Assess Strategic Plan and job descriptions to determine relevancy of educational advancement, degree attainment, and skill development of staff and faculty
- Create new job descriptions/performance plans to account for relevant changes

Measures:

- Revise and update all staff and faculty job descriptions and performance plans and have them approved by appropriate administrative units and agencies.

Benchmarks:

- In accordance with the AAM's Characteristics of an Accreditable Museum, 100% of staff will have an accurate and completed job description and performance plan in place

Strategic Directive VI: Create and implement a shared Museum vision

Goal 1: Create and implement a shared Museum vision
"We've planned the work . . . Now, we work the plan together"

Objectives:

- Strengthen team work
- Perform long-range planning and assess sustainability
- Identify and prioritize long-term goals (5 to 10 year)

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Measures:

- Hold regular team-building activities
- Assess and prioritize current IMNH activities and resources with regard to planning and sustainability; revisit Strategic Plan semiannually and revise if necessary
- Annual meetings held to identify and prioritize long-term (5-10 years out) goals; goals folded into Strategic Plan as indicated

Benchmarks:

- 100% of staff and faculty are offered the opportunity to participate in long-term planning and the prioritization of goals along with training, development, and team-building activities

Goal 2: *Increase Opportunities for Institutional Development*

Objectives:

- Assess institutional development needs
- Identify institutional development opportunities
- Develop, implement, and assess plan to provide for increased institutional development

Measures:

- Compile a list of institutional development needs and available opportunities
- Create a plan for increased institutional development
- Plan to increase institutional development opportunities implemented
- Revised plan to increase institution development opportunities implemented

Benchmarks:

- The Museum's governing authorities and staff will think and act strategically to acquire, develop, and allocate resources to advance the mission of the Museum

External Factors Influencing this Goal

- For the Museum to operate in a fiscally responsible manner requires ongoing legislative and ISU support. The nature of the funding environment, historically, has not allowed this to occur. For example, over the past 15 years over 50% of the Museum's funded staff positions were eliminated. Additionally, the past external organizational structure has impeded the Museum's ability to seek outside funding. Today, however, to assist in effectively advancing the Museum's mission, there is a clear and formal indication that Idaho State University, through its new president and leadership team, will support and help advance IMNH and its mission and vision

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Lewis-Clark State College

Strategic Plan Summary

FY2009-2013

Lewis-Clark State College

Strategic Plan FY2009-2013

VISION STATEMENT

Unique among Idaho's institutions of higher education, LCSC will fulfill the SBOE vision of a seamless public education system by integrating traditional baccalaureate programs, professional-technical training programs, and community college and community support programs within a single institution, serving diverse needs within a single student body, and providing outstanding teaching and support by a single faculty and administrative team. LCSC's one-mission, one-team approach will prepare citizens from all walks of life to make the most of their individual potential and contribute to the common good by fostering respect and close teamwork among all Idahoans. Sustaining a tradition that dates back to its founding as a teacher training college in 1893, LCSC will continue to place paramount emphasis on quality of instruction—focusing on the quality of the teaching and learning environment for traditional and non-traditional academic classes, professional-technical education, and community instructional programs. Lewis-Clark students' personalized instruction will be complemented by personal application of knowledge and skills in the real world, as embodied in the College's motto: "*Connecting Learning to Life.*" LCSC will be an active partner with the K-12 school system, community service agencies, and private enterprises and will support regional economic and cultural development. LCSC will strive to sustain its tradition as the most accessible four-year higher-education institution in Idaho by rigorously managing program costs; student fees; housing, textbook, and lab costs; and financial assistance to ensure affordability. LCSC will vigorously manage the academic accessibility of its programs through accurate placement, use of student-centered course curricula, and constant oversight of faculty teaching effectiveness. LCSC will nurture the development of strong personal values and will emphasize teamwork to equip its students to become productive and effective citizens who will work together to make a positive difference in the state, the nation, and the world.

MISSION STATEMENT

LCSC's official role and mission statement (approved by the SBOE in 1998) is provided below:

1. Type of Institution

Lewis-Clark State College is a regional state college offering undergraduate instruction in the liberal arts and sciences, professional areas tailored to the educational needs of Idaho, applied technical programs which support the state and local economy and other educational programs designed to meet the needs of Idahoans.

Lewis-Clark State College will formulate its academic plan and generate programs with primary emphasis in the areas of business, criminal justice, nursing, social work, teacher preparation, and professional-technical education. The College will give continuing emphasis to select programs offered on and off campus at non-traditional times, using non-traditional means of delivery and serving a diverse student body. Lewis-Clark State College 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 (listed in order of emphasis)

- **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.
- **Certificates/Diplomas:** Offers a wide range of certificates and diplomas.
- **Distance Learning:** Uses a variety of delivery methods to meet the needs of diverse constituencies.
- **Technical and Workforce Training:** Offers a wide range of professional, technical and outreach programs.
- **Continuing Education:** Provides a variety of life-long learning opportunities.
- **Research:** Conducts select coordinated and externally funded research studies.
- **Graduate:** None.

3. Constituencies Served: The institution serves students, business and industry, the professions, and public sector groups primarily within the region and throughout the state, as well as diverse and special constituencies. Lewis-Clark State College works in collaboration with other state and regional postsecondary institutions in serving these constituencies.

I. QUALITY: Sustain and continually improve the quality of Idaho's public education, training, rehabilitation, and information/research programs and services.

Objectives for quality

1. Continue developing a compensation system that rewards LCSC employees for knowledge, skills, and productivity while promoting recruiting, hiring, and retention.
 - **Performance Measure:**

- Median total compensation by classification as a percentage of peer institutions.
 - **Benchmark:** All faculty and staff compensation within 90% of median for peer institutions, normalized for CPI and location. (SBOE benchmark)
- 2. Continue activities to insure re-accreditation by NWCCU on 2009.
 - **Performance Measure:** Complete self-study.
 - **Benchmark:** Completion of self-study by Spring 2009- Y/N.
- 3. Continue successful specialized accreditation efforts.
 - **Performance Measure:** Specialized program accreditation for Social Work Program.
 - **Benchmark:** Re-affirmation of Social Work Program accreditation by the Council on Social Work Education (CSWE)-Y/N
- 4. Update Campus Facilities Master Plan
 - **Performance Measure:** Updated campus master plan completed by May 2009 reflecting progress of NHS Building construction.
 - **Benchmark:** Completion of NHS Building on schedule- Y/N.
- 5. Increase participation in Employee Professional Development and Training (PDT) Process.
 - **Performance Measure:** Develop an assessment instrument and a procedure that provides for continuous assessment and improvement of PDT course content and delivery, scheduling, facilities, and equipment.
 - **Benchmark:** Increase number of contact hours of instruction: 5%
- 6. Increase student participation in Student Course Evaluations (SCE).
 - **Performance Measure:** Percentage of students enrolled in class on the tenth school day of each semester completing course evaluations for each course.
 - **Benchmark:** Seventy percent of all students enrolled in class on the tenth school day of each semester will complete course evaluations.

II. ACCESS: Continually 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. Explore options for extending and/or shifting course schedules to meet student demand.
 - **Performance Measure:** Number of classes offered at non-traditional times.
 - **Benchmark:** Increase number of classes offered at non-traditional times.
2. Increase number of high school students participating in concurrent enrollment.
 - **Performance Measure:** Enrollment data (headcount).
 - **Benchmark:** Increase enrollment in concurrent enrollment classes: 4%.

3. Update and revise the long-range plan to address how LCSC can meet regional health care needs.
 - **Performance Measure:** Enrollment in health care profession programs.
 - **Benchmark:** Enrollment in BSN, RN to BSN, and RAD-Tech will be within 90% of projections.
4. Increase cooperative initiative with NIC in CdA.
 - **Performance Measure:** Number of students concurrently enrolled at NIC and LCSC.
 - **Benchmark:** Increase the number of students concurrently enrolled at NIC and LCSC:10%
5. Improve core-completion.
 - **Performance Measure:** The number of students completing core requirements within 4 years.
 - **Benchmark:** FY 2008 number of students completing core requirements.
6. Address planning considerations for upgrade and usage of other older residence facilities.
 - **Performance Measure:** Keep Talkington Hall on Building Fund List.
 - **Benchmark:** Talkington Hall maintained on Building Fund List- Y/N.
7. Optimize residential space utilization: Purchase Clearwater Hall.
 - **Performance Measure:** Complete purchase of Clearwater Hall.
 - **Benchmark:** Purchase of Clearwater Hall completed- Y/N.

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.

1. Sustain or increase current ratio of Total Budget/ Annual FTE enrollment.
 - **Performance Measure:** Operating Budget/ Annual FTE enrollment ratio.
 - **Benchmark:** Current LCSC values are the lowest of Idaho's four- year schools. Increasing LCSC's operating budget by at least 3% would sustain or increase the ratio of Operating Budget/ Annual FTE enrollment and allow LCSC to become more effective at service delivery.
2. Implement e-commerce system.
 - **Performance Measure:** e-commerce feasibility study.
 - **Benchmark:** Feasibility study completed by Spring 2009-Y/N.

Key External Factors (Beyond control of Lewis-Clark State College):

Funding:

Most Lewis-Clark State College strategic goals and objectives assume on-going and sometimes significant additional levels of State legislative appropriations provided through the SBOE. Availability of state revenues (for appropriation), gubernatorial, and legislative support for some initiatives can be uncertain.

Legislation/Rules/Policy:

Beyond funding considerations, many education policies are embedded in state statute, rule, or SBOE policy and not under the control of LCSC.

Federal Government:

A great deal of educational funding is provided by the federal government. Funding for higher education is subject to congressional and executive support.

Economy: Historically, strong economic performance indicators have translated into reduced student numbers. The availability of well-paying jobs leads many potential students to choose employment over education.



University of Idaho

STRATEGIC PLAN

2009-2013

The University of Idaho STRATEGIC PLAN 2009-2013

The University of Idaho is an internationally recognized land-grant institution combining research, graduate, and professional education with a strong undergraduate base in the liberal arts and sciences.

VISION STATEMENT

Our *teaching and learning* activities seek to engage every student in a transformative journey of discovery and understanding. Our *scholarly and creative activity* aspires to generate knowledge that strengthens the scientific, economic, cultural, social, and legal foundations of an open, diverse, and democratic society. Our *outreach and engagement* facilitates lifelong learning and energizes the development of prosperous and environmentally sound communities, while enhancing the relevance and excellence of our academic enterprise. Programs in the arts and athletics aspire to high levels of accomplishment and visibility.

Our work is shaped by a passion for knowledge, innovation and creativity, by the rigor of high academic and ethical standards, by the attainment of each individual's full human potential, by the enrichment generated through diversity, and by the dissolution of cultural and organizational barriers. We are committed to improving our community, the communities we serve, and the facilities necessary for us to fulfill our vision and mission.

We emphasize quality and access, focusing our efforts on sustaining strong programs and investing resources in strategic directions that advance the interests of Idaho in an increasingly interdependent and competitive world. Through collaboration across strong academic disciplines, and through the creation of public, private, and community partnerships, we will undertake bold initiatives to promote science, technology, and their applications; to invigorate the liberal arts and sciences; to catalyze entrepreneurial innovation; to steward the natural environment; and to develop the design, lifestyles and civic infrastructures of sustainable communities.

MISSION STATEMENT

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, 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 provide the core curriculum or general education portion of the curriculum.

Programs and Services

Baccalaureate Education: Offers a wide range of baccalaureate and professional programs.

Graduate-Research: Offers a wide range of masters, doctoral and professional programs and also coordinate and conducts extensive research programs that are consistence with state needs.

Extension Services, Continuing Education and Distance Education: 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

Certificate/Diplomas: Offers academic certificates representing a body of knowledge, that do not lead to a degree.

Technical and Workforce Training: None

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.

Teaching & Learning

Goal I: *Engage students in a transformational experience of discovery, understanding, and global citizenship.*

Objective A: Build and sustain competitive advantages through innovative curricula of distinction.

Performance Measure: The number of programs engaged in assessment processes that result in the review and refinement of curricular and/or co-curricular learning activities to strengthen student learning.

Benchmark: Eighty-five percent of the programs completing the assessment cycle will have developed actions strategies for making improvements by December, 2008.

Objective B: Develop effective integrative learning activities to engage and expand student minds.

Performance Measure: Students will participate in experiential learning opportunities (research, service learning, study abroad, internships) during their UI experience.

Benchmark: A tracking system will be established by Fall 2009 and baseline data on participation will be collected in order to set a benchmark by summer 2010.

Scholarly and Creative Activity

Goal 2: *Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.*

Objective A: Promote an environment that increases faculty engagement in interdisciplinary scholarship.

Performance Measure: Faculty Position Description and Performance Evaluation forms will explicitly recognize interdisciplinary work and outreach/engagement.

Benchmark: Definitions of interdisciplinary work and outreach/engagement along with an appropriate target of participation will be developed by Fall 2009.

Objective B: Emphasize scholarly and creative activities that support the University's strategic themes, the research-extensive and land grant missions, and strategically important graduate and professional programs.

Performance Measure: Relative compensation for both Teaching Assistants and Research Assistants will be increased annually as compared with the Graduate Assistant Stipend Survey rankings produced by Oklahoma State University.

Benchmark: Each year the University will improve its overall average rank in the Oklahoma State University Graduate Assistant Stipend Survey.

Outreach and Engagement

Goal 3: *Engage with the public, private and nonprofit sectors through mutually beneficial partnerships that enhance teaching learning, discovery and creativity.*

Objective A: Build upon, strengthen and connect the University of Idaho Extension with other parts of the University to engage in mutually beneficial partnerships with stakeholders.

Performance Measure: Average percent of faculty FTE dedicated to outreach.

Benchmark: A tracking system, baseline data and performance benchmark will be established by Spring 2009.

Objective B: Deliver undergraduate, graduate, continuing professional education and Extension programs and opportunities for lifelong learning.

Performance Measure: Students will participate in service learning opportunities during their UI experience.

Benchmark: A system of tracking student hours of participation will be established by Fall 2009 and baseline data will be collected in order to set a benchmark by summer 2010. (This is a subset of Goal 1, Objective B.)

Organization, Culture and Climate

Goal 4: *Create and sustain an energized community that is adaptable, dynamic and vital to enable the University to advance strategically and function efficiently.*

Objective A: Sustain and enhance a positive work climate to enhance the quality of University life.

Performance Measure: Quality of University life will be measured using campus surveys by Spring 2009.

Benchmark: Survey results will provide baseline data against which quality of University Life will be measured at regular intervals, and benchmarks will be established by summer 2010.

Objective B: Sustain and enhance an organizational structure, policies and procedures that enable the University to attain its other goals.

Performance Measure: Participation by UI Faculty and Staff in university-wide learning and professional development programs.

Benchmark: Twenty-five percent of faculty and staff will have participated in professional development programs by Fall 2009.

Performance Measure: Students will have access to supportive and effective advising.

Benchmark: A system for tracking student advising opportunities and standards for advising will be developed, and baseline data collected by Spring 2009.

Key External Factors:

State Board of Education (SBOE): Achievement of strategic goals and objectives assumes SBOE support and commitment to UI's unique role and mission.

New Leadership: Achievement of strategic goals and objectives assumes understanding and support for the UI's vision and strategic plan by the new president.

Funding: Economic conditions will play an important role in the perceived value and effectiveness of higher education in the coming years. On-going and appropriate levels of funding from state and federal sources will be critical for the success of our strategic plan.

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University of Idaho

Idaho WOI (WI)/
Caine Veterinary Teaching Center

STRATEGIC PLAN

2009 - 2013

Idaho-WOI (WI)/Caine Veterinary Teaching Center

STRATEGIC PLAN 2009-2013

Vision:

The Faculty and Staff of the Caine Veterinary Teaching Center, by their commitment to promoting animal and public health, contribute to the benefit of society. The responsibility of transferring science-based, medically related information and technology to veterinary students, veterinarians, animal owners and caretakers and the public concerning animal and related human health, food safety, and the environment through education, research, public service, and outreach, effects positive changes in the livelihood of the people of Idaho and the region.

Mission Statement:

The Faculty and Staff of the Caine Veterinary Teaching Center will address the animal health needs of the food animal industry of Idaho through education, research, public service, and outreach by providing:

- Formal hands-on educational experiences in production animal medicine and management for senior students in the Washington-Idaho professional veterinary medical education program,
- Research on production animal diseases and management,
- Laboratory and on-farm disease diagnostic expertise for the production animal industry,
- Continuing education programs for veterinary practitioners and specialists,
- Outreach and continuing educational programs for livestock producers and allied industry groups, and
- Information to the public concerning zoonotic and animal diseases, and their impact on human health, food safety, and the environment when requested or appropriate.

Authority and Scope:

The funds for this Program are appropriated annually by the legislature since 1973. Originally, it was for the purpose of providing 15 seats for Idaho resident students per year at WSU School of Veterinary Medicine (but was later reduced to 11).

The Caine Center was opened in September 1977, in Caldwell, as a part of Idaho's contribution to the Program. It is a University of Idaho, off-campus unit and is part of the Animal and Veterinary Science (AVS) Department in the College of Agricultural and Life Sciences. The Center serves primarily as a food animal disease referral clinic and teaching center where veterinary students from Washington State University (Oregon dropped out of the Program in 2005) participate during their senior year in one or more two- to four-week elective block rotations in food animal surgery and production medicine.

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At this time, the WOI (WI) Program annually provides 44 Idaho resident students with access to a veterinary medical education through this cooperative agreement. On average, 65-75% of new Idaho resident graduates of the WI Program are licensed to practice veterinary medicine in Idaho annually.

Responsibility for the Caine Center programs, daily operations, supervision and leadership for the faculty and staff lies with a WI Program Coordinator who functions as a Unit Administrator under the administrative supervision of the Head of the AVS Department. Tied closely to the food animal surgery and production medicine teaching program is the Caine Center's service and diagnostic program providing service to producers and veterinarians throughout Idaho.

Teaching:

The success of the Caine Center's highly-rated and effective veterinary medicine teaching program has been largely due to providing a practical, hands-on approach to clinical problem solving. Nine food animal blocks are offered: 1) General Food Animal Medicine for students interested in a mixed-animal practice providing clinical skills, individual animal medicine, and herd health; 2) Dairy Production Medicine, 3) Bovine Reproduction/Biotechnology, 4) Cow/Calf Production, 5) Beef Cow Calving Management, 6) Feedlot Medicine, 7) Sheep/Lambing Management, 8) Small Ruminant Clinical Medicine and, 9) Special Topics Project.

The Caine Center also provides summer internship opportunities that are specially designed for UI/AVS Department pre-veterinary students. An on-campus WI faculty member serves as an advisor for pre-veterinary students, and also teaches in the UI/AVS Department and in the second- and third-year instructional programs at the Washington State University College of Veterinary Medicine at Pullman.

Research:

Research currently underway by Caine Center faculty includes Johne's disease in cattle, sheep, and goats, scrapie in sheep, vaccination efficacy in calves, and collaboration with the Idaho Department of Fish & Game on wildlife/domestic disease interaction.

Service/Outreach/Extension:

Caine Center faculty members are heavily involved in outreach activities carried out through daily/regular interaction and consultation with livestock producers, commodity groups, veterinarians, UI Extension specialists, and others on a variety of topics including: production medicine, disease control or prevention, animal welfare, and reproductive problems. Faculty members also contribute material on a regular basis to lay publications and industry newsletters, and are active in their state and national professional associations as well as commodity and industry groups.

Goal I: *Continue to provide and improve a quality, highly-rated and effective teaching program with an innovative and practical approach to clinical problem-solving.*

Objectives:

1. Encourage and support continuing education for faculty to keep abreast of new knowledge and innovations in their fields of expertise.
 - *Performance Measure:* Number of faculty participating in continuing education training.
 - *Benchmark:* Each faculty member will participate in at least one National Veterinary Meeting per year.

2. Explore new teaching methods by incorporating new material into existing blocks or by developing new, pertinent specialty medicine and management blocks combined with field experiences to enhance students' expertise and confidence.
 - *Performance Measure:* Percentage of new teaching material incorporated into teaching material per year.
 - *Benchmark:* New material and/or methods equaling not less than 7% per year.

3. Expand partnerships with industry, state and local government agencies, and private foundations to encourage the funding of unique learning opportunities such as internships, preceptorships and residencies.
 - *Performance Measure:* Number of learning opportunities such as internships, preceptorships and residencies.
 - *Benchmark:* At least one new learning opportunity incorporated into Program every third year.

4. Continue active solicitation of live animal referral cases from veterinarians in order to maintain an adequately large animal caseload to provide professional veterinary students with teaching resources and expand their clinical experiences in Production Animal Medicine.
 - *Performance Measure:* Number of live animal cases seen per year.
 - *Benchmark:* Live animal cases seen per year to remain level or to increase.

5. Pursue opportunities for contracts/agreements with veterinary schools outside the WOI (WI) Program to provide food animal medicine teaching experiences at the

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Caine Center for their senior veterinary students, and an additional revenue source for the Caine Center.

- *Performance Measure:* Number of students participating in Program from outside schools.
- *Benchmark:* Two students per year from other Veterinary Schools.

6. Continue communication and interaction with the WSU Veterinary School clinical medicine administration and faculty to identify students and areas of food animal production medicine training that would be enhanced by providing those opportunities at the Caine Center.

- *Performance Measure:* Percentage of WSU students enrolled in Caine block rotations
- *Benchmark:* Participation in at least 80% of our available 65 student blocks (52 students per year).

Goal II: Provide the atmosphere, environment, encouragement, and time for faculty members to allow them to cultivate and nurture their scholarly and creative abilities.

Objectives:

1. Mentor, nurture, and encourage new faculty to ensure they have opportunity for collaboration on research projects with senior faculty, to apply for grants and contracts from various sources, and that they are progressing in an organized fashion towards reaching their research goals.

- *Performance Measure:* Publish research papers or abstracts, number of presentations given, amount of external funding, papers published.
- *Benchmark:* Publish two research papers/year (based on a 100% research appointment) in peer-reviewed journals, meeting CALS annual evaluation performance goals for each faculty member.

2. Partner with faculty and staff from other disciplines or agencies to focus the research expertise and limited resources of the Caine Center faculty to selected issues.

- *Performance Measure:* Secure significant research projects with participation by two or more faculty or staff.
- *Benchmark:* Maintain one or two collaborative projects/year.

Goal III: Provide continuing educating opportunities for producers, youth groups, and industry through outreach programs.

Objectives:

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1. Continue to seek more opportunities for educating producers, youth groups, and others on improving agricultural animal production by the use of better nutrition, good management practices, and preventative medicine.

- *Performance measure:* Number of outreach efforts made by faculty and staff per year.
- *Benchmark:* At least one outreach meeting conducted per faculty member per year.

2. Facilitate more field investigation activities by enhancing ability to respond to requests in outlying areas of the state and continued collaboration and consulting with the University of Idaho Extension System and other University departments providing animal health expertise when needed or requested.

- *Performance Measure:* Number of field investigations conducted per year.
- *Benchmark:* Increase field investigations over the previous year.

3. Sponsor clinical symposia including wet labs demonstrating special techniques for veterinarians and specialists, participate in local and state association annual meetings, and sponsor speakers for local or state meetings.

- *Performance Measure:* Number of clinical symposia conducted per year.
- *Benchmark:* One clinical symposium every other year per faculty member.

- *Performance Measure:* Number of local or state association meetings attended per year.
- *Benchmark:* One local and one State meeting attended by at least two faculty members per year.

- *Performance Measure:* Number of talks given locally or statewide per year.
- *Benchmark:* One local talk given by each faculty member per year.

Goal IV: Enhance and expand diagnostic laboratory and field services for the veterinarians and livestock producers in Idaho and the region.

Objectives:

1. Continued updating of clinical and laboratory instrumentation as budgets allows to reduce cost, enhance and expand diagnostic laboratory testing procedures and services for veterinarians and livestock producers in the region.

- *Performance Measure:* Number of diagnostic samples processed annually by the Clinical Pathology, Bacteriology, Virology, and Histology Laboratories.
- *Benchmark:* A 5% increase in laboratory accessions per year.

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2. Partner with other University departments or units and state agencies to enhance services, hire needed expertise, improve quality and expand diagnostic testing for zoonotic and communicable diseases of importance to Idaho and the Northwest region.

- *Performance Measure:* Hiring of new professional personnel in conjunction with other departments or agencies to enhance laboratory capability.
- *Benchmark:* Within two years recruit and hire a Veterinary Pathologist, in conjunction with the State Department of Agriculture.

Goal V: Sustain and enhance an energized and productive work environment that is adaptable, dynamic, and vital, enabling the Caine Center to advance strategically and function efficiently within the organization and structure of the AVS Department.

Objectives:

1. Continue to encourage and foster relationships that allow for open communications about difficult issues and diversity among employees by developing a socially healthy and welcoming environment characterized by trust and respect.

- *Performance Measure:* Enable regularly scheduled meeting times for interaction by faculty/staff, teams or workgroups.
- *Benchmark:* Monthly general staff meetings with opportunity for input by individuals as well as team reports and updates.

2. Continue to ensure that the Caine Center is maintained as a safe workplace for employees and students through proper training and monitoring.

- *Performance Measure:* Conduct program and safety orientations for faculty, staff and students.
- *Benchmark:* Document that each student in rotations and all new employees receive initial orientation; organize and conduct safety training as appropriate.

3. Align employees' position descriptions with their actual job duties, and document performance as a basis for annual pay adjustments.

- *Performance Measure:* Up-to-date position descriptions for board-appointed and temporary help positions; annual review of performance for each employee.
- *Benchmark:* Conduct annual performance review of each employee, including revision of position descriptions as necessary.

4. Provide opportunities for and encourage personal and professional growth through participation in health and wellness, and continuing education opportunities.

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- *Performance Measure:* University-sponsored or department-funded development opportunities for faculty and staff.
- *Benchmark:* Achieve a minimum of 50% of employees annually participating in continuing education and enrichment opportunities.

Key External Factors:

1. Funding:

- Salaries.
 - Limited ability to attract qualified faculty and staff due to salaries less than other regional public universities, resulting in unfilled positions. This, in turn, causes undue burdens on remaining faculty and staff to execute the Center's mission, and limits faculty's time for research activities.
 - Annual raises and promotions depend on legislative appropriations, which are often meager. Supervisors are usually unable to reward their employees financially for excellent performance and personnel leave for better paying jobs.
- External funding limitations.
 - Inadequate or limited start-up funds for new faculty members' research.
 - Less availability of extramural funding for animal disease research.
- Capital outlay funding is limited or often unavailable, and new instrumentation is very expensive.

2. Employee Benefits:

- Health care costs have increased and benefits have been reduced, which has a negative impact on employees and undermines morale.

3. Other Factors:

- Fewer students nationwide are interested in food animal medicine which makes it difficult to increase student numbers.
- Livestock markets fluctuate, causing clientele base to fluctuate.
- Allied industries are less able to support food animal-related research and field activities in times of economic downturns.



WWAMI

WWAMI is Idaho's regional medical education program, under the leadership and institutional mission of the **University of Idaho**, in partnership with the **University of Washington School of Medicine (UWSOM)**. Idaho medical students spend the first year of their medical education on the campus of the **University of Idaho** in Moscow, study medicine on the campus of UWSOM in Seattle during their second year, and complete their third and fourth year clinical training at **regional medical sites in Boise, across Idaho**, or throughout the **WWAMI** (Washington, Wyoming, Alaska, Montana, Idaho) region.

As the **medical education contract program for the State of Idaho** with the University of Washington, the **UI-WWAMI Medical Program** supports the Strategic Action Plan of its host university, the University of Idaho, while recognizing its obligation to the mission, goals, and objectives of its nationally accredited partner program, the UWSOM.

UWSOM and its partner WWAMI Medical Program in Idaho are dedicated to improving the general health and wellbeing of the public. In pursuit of our goals, we are committed to **excellence in biomedical education, research, and health care**. The UWSOM

and WWAMI are also dedicated to ethical conduct in all of our activities. As the **pre-eminent academic medical center in our region** and as a national leader in biomedical research, UWSOM places special emphasis on educating and training physicians, scientists, and allied health professionals **dedicated to two distinct missions:**

- **Meeting the health care and workforce needs of our region**, especially by recognizing the importance of **primary care** and providing service to **underserved populations;**
- **Advancing knowledge** and assuming leadership in the **biomedical sciences and in academic medicine.**

We acknowledge a **special responsibility to the people** in the states of Washington, Wyoming, Alaska, Montana, and **Idaho**, who have joined in a unique regional partnership. UWSOM and WWAMI are **committed to building and sustaining a diverse academic community** of faculty, staff, fellows, residents, and students and **to assuring that access to education and training** is open to learners from all segments of society, acknowledging a **particular responsibility to the diverse populations within our region.**

UWSOM – Idaho WWAMI Medical Student Education Mission Statement

Our mission is to improve the health and wellbeing of people and communities throughout the WWAMI region, the nation, and the world through educating, training, and mentoring our students to be excellent physicians.

Vision for Medical Student Education

Our students will be highly competent, knowledgeable, caring, culturally sensitive, ethical, dedicated to service, and engaged in lifelong learning.

Goals for Medical Student Education

In support of our mission to educate physicians, our goals for medical student training are to:

1. Challenge students and faculty to achieve excellence;

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2. Maintain a learner-centered curriculum that focuses on patient-centered care and that is innovative and responsive to changes in medical practice and healthcare needs;
3. Provide students with a strong foundation in science and medicine that prepares them for diverse roles and careers;
4. Advance patient care and improve health through discovery and application of new knowledge;
5. Teach, model, and promote:
 - a. the highest standards of professionalism, honor, and integrity, treating others with empathy, compassion, and respect;
 - b. a team approach to the practice of medicine, including individual responsibility and accountability, with respect for the contributions of all health professions and medical specialties;
 - c. the skills necessary to provide quality care in a culturally sensitive and linguistically appropriate manner;
6. Encourage students to maintain and model a balanced and healthy lifestyle;
7. Foster dedication to service, including caring for the underserved;
8. Engage students in healthcare delivery, public health, and research to strengthen their understanding of healthcare disparities and regional and global health issues; and
9. Provide leadership in medical education, research, and health policy for the benefit of those we serve regionally, nationally, and globally.

Alignment with the Idaho State Board of Education Strategic Plan
2009-2013

Goal I: Quality – Sustain and continuously improve the quality of medical education, training, research, and service.

Objective: Provide excellent first year medical education in biomedical and clinical sciences.

- *Performance measure:* pass rate on the U.S. Medical Licensing Examination, Step 1, taken during 2nd year of medical training.
- *Benchmark:* U.S. medical student pass rate.

Goal II: Access – Continuously improve access to medical education for individuals of diverse backgrounds, particularly the underserved in medicine.

Objective: Provide outreach activities that help recruit a strong medical student applicant pool for Idaho WWAMI.

- *Performance measure:* the number of Idaho WWAMI medical school applicants per year and the ratio of Idaho applicants per funded medical student seat.
- *Benchmark:* National ratio of state applicants to medical school per state-support seat.

Goal III: Efficiency and Outcomes – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.

Objective 1: Increase medical student interest in rural and primary care practice in Idaho.

- *Performance measure:* the number of WWAMI rural summer training placements in Idaho each year.
- *Benchmark:* 50% of class interested in rural training experiences following first year of medical education.

Objective 2: Maintain interest in primary care medicine for medical career choice.

- *Performance measure:* Percent of Idaho WWAMI graduates choosing primary care specialties for residency training each year.
- *Benchmark:* 50% of Idaho WWAMI graduating class chooses primary care residency training, in keeping with WWAMI mission.

Objective 3: Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho, equal to or better than the national state return rate.

- *Performance measure:* Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.
- *Benchmark:* target rate – national average or better.

Objective 4: Maintain a high level Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho.

- *Performance measure:* Ratio of any WWAMI graduates who return to practice medicine in Idaho, regardless of WWAMI origin, divided by the total number of Idaho medical student seats funded by the State.
- *Benchmark:* target ratio – 60%

Key External Factors (beyond the control of the Idaho WWAMI Medical Program):

Funding: the number of state-supported Idaho medical student seats each year is tied to State legislative appropriations. Availability of revenues and competing funding priorities may vary each year.

Medical Education Partnerships: as a distributed medical education model, the University of Idaho and the UWSOM WWAMI Medical Program rely on medical education partnership with local and regional physicians, clinics, hospitals, and other educational institutions in the delivery of medical training in Idaho. The availability of these groups to participate in a distributed model of medical education varies according to their own budget resources and competing demands on their time and staff each year.

Population Changes in Idaho: with a growing population and an aging physician workforce, the needs for doctors and medical education for Idaho's students only increases. Changes in population statistics in Idaho may affect applicant numbers to medical school, clinical care demands in local communities and hospitals, and availability of training physicians from year to year.

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AGRICULTURAL RESEARCH & EXTENSION SYSTEM

STRATEGIC PLAN

2009-2013

THE AGRICULTURAL RESEARCH & EXTENSION SYSTEM STRATEGIC PLAN 2009-2013

The Agricultural Research and Extension System (ARES) is part of the Land-Grant system established by the Morrill Act of 1862. The University of Idaho Cooperative Extension System, established in 1915 under the Smith-Lever Act of 1914, conducts educational outreach programs to improve the quality of life for Idaho citizens through educating by helping them apply the latest scientific technology to their communities, businesses, lives and families. The Idaho Agricultural Experiment Station, established in 1892 under the Hatch Act of 1887, conducts fundamental and applied research to solve problems and meet needs in Idaho's agriculture, natural resources, youth and family and related areas.

VISION STATEMENT

As a dynamic and responsive knowledge organization serving needs in agriculture, natural resources, the environment, families, consumers, youth and communities, we will integrate the functions of research and extension in an environment of academic excellence that addresses:

- the needs for lifelong learning through innovative programs,
- creative solutions to needs in Idaho through a research system that generates and applies knowledge, and
- an extension system that extends this knowledge to Idaho citizens for use in problem solving at a time and place of their convenience.

MISSION STATEMENT

The Agricultural Research & Extension System's mission is to support economic growth and enhance the quality of life for the people of Idaho by:

- preparing students to be innovative leaders in a global society,
- helping people improve their lives through research-based education and leadership development focused on issues and needs, and
- providing new knowledge to support agriculture and enhance the understanding of natural and human resources.

Goal 1 – Teaching and Learning: Engage students in a transformational experience of discovery, understanding, and global citizenship.

Objective A: Attract and retain the appropriate number of diverse, high quality undergraduate and graduate students.

Performance Measure: The number and diversity of students enrolled in College of Agricultural and Life Sciences' academic programs.

Benchmark: A significant yearly increase in overall enrollment and diversity of enrollment.

Objective B: Use innovative curricula and technology to develop skills for life-long learning and produce globally engaged graduates.

Performance Measure: A broad audience of learners will acquire knowledge and skills appropriate to global awareness through means of cutting-edge technology.

Benchmark: Number of new courses developed and delivered to both traditional and non-traditional learners via non-traditional means.

Objective C: Assess learning outcomes to demonstrate effectiveness and improve our programs.

Performance Measure: Develop and implement methods to independently evaluate and improve student learning.

Benchmark: Implementation of evaluation method and documentation of result.

Goal 2 – Scholarly and Creative Activity: Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.

Objective A: Promote outstanding, influential research in discovery and application/integration that is competitive with peer institutions.

Performance Measure: Increased level of grants awarded for scientific discovery, application/integration.

Benchmark: Increased number of licenses and patents.

Objective B: Provide undergraduates with opportunities to participate in scholarly and creative activity.

Performance Measure: Students will participate in a variety of learning experiences that produce a scholarly product or notable impact to their overall UI education.

Benchmark: Mechanisms for engaging students in scholarly and creative activity will be developed by Fall 2009.

Objective C: Address the needs of stakeholders by conducting research with regional, national and international impact and recognition.

Performance Measure: Develop nationally recognized research programs that meet the identified needs of stakeholders/clientele.

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Benchmark: Number of scholarly products and programs delivered addressing identified stakeholder needs.

Goal 3 – Outreach and Engagement: Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.

Objective A: Provide research-based education that anticipates and responds to high priority stakeholder needs.

Performance Measure: Faculty will engage stakeholders in a variety of experiential and traditional learning opportunities that meet their educational and informational needs.

Benchmark: Develop an assessment tool that provides faculty with reliable information regarding stakeholder needs by Fall 2010.

Objective B: Integrate teaching, research and extension using interdisciplinary teams to solve economic, environmental and social problems.

Performance Measure: Funding support for interdisciplinary faculty positions.

Benchmark: Number of interdisciplinary faculty positions among colleges.

Objective C: Address the needs of Idaho's changing population including underserved audiences.

Performance Measure: Development of programs that address the changing demographics and population needs of Idaho stakeholders.

Benchmark: Develop an assessment tool that provides faculty with reliable information regarding stakeholder needs.

Objective D: Maintain a strong statewide presence by strategically locating personnel and resources.

Performance Measure: Place personnel and allocate resources in alignment with the College of Agricultural and Life Sciences strategic plan to meet the highest priority needs.

Benchmark: Number of college personnel located at Agricultural Research and Extension Centers throughout the state.

Objective E: Engage students in addressing community based needs using Extension.

Performance Measure: Provide creative and innovative opportunity for students to engage in community based learning experiences of mutual benefit.

Benchmark: A methodology will be developed for engaging students in community based, experiential learning opportunities by Fall 2009.

Goal 4 – Organization, Culture and Climate: Create and sustain an energized community that is adaptable, dynamic, and vital to enable the University to advance strategically and function efficiently.

Objective A: Attract and retain highly qualified, diverse faculty, staff and students.

Performance Measure: Advertise for open positions in areas where we will attract a diverse faculty and staff.

Benchmark: Increased level of diversity within the ranks of College of Agricultural and Life Sciences faculty, staff and administration.

Objective B: Demonstrate fairness in expectation, evaluation and compensation.

Performance Measure: Develop clear performance guidelines for faculty and staff.

Benchmark: College units will clearly document expectations of performance based on rank and position descriptions.

Objective C: Create and support an atmosphere of loyalty, trust, collegiality and inclusiveness.

Performance Measure: Quality of the work environment within College of Agricultural and Life Sciences will be measured by implementing a college-wide survey by Fall 2009.

Benchmark: Survey results will provide a baseline data against which quality of the work environment will be periodically measured.

Objective D: Reduce academic, institutional and administrative barriers to achieve an efficient and creative workplace.

Performance Measure: Develop a taskforce to review current processes and procedures.

Benchmark: Taskforce makes recommendations to the college Dean by Spring 2010.

Key External Factors

Funding:

Economic conditions will continue to impact the success of our strategic plan. Ongoing and adequate levels of funding from both state and federal sources will be critical to our success.

New Leadership:

Achievement of our strategic plan will require understanding and support from the University of Idaho's leadership. Continued changes in leadership positions and strategic planning efforts will greatly influence our ability to meet stakeholder needs.

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Forest Utilization Research and Outreach (FUR)

2009

STRATEGIC PLAN

Forest Utilization Research and Outreach

Mission Statement

The effect of the Forest Utilization Research and Outreach (FUR) program is to increase the productivity of Idaho's forest lands by conceiving, analyzing, and developing methodologies that improve intensive forest harvesting practices, improve and increase wood use and wood residue utilization technologies, improve forest regeneration, forest and rangeland restoration, and nursery management practices, demonstrate state-of-the-art scientifically, socially and environmentally sound forest and range nursery, regeneration, and management practices, provide through the Policy Analysis Group unbiased factual and timely information on natural resources issues facing Idaho's decision makers.

FUR is located in the College of Natural Resources at The University of Idaho, which is an internationally recognized land-grant research institution combining research, outreach, graduate, and professional education with a strong undergraduate base in the liberal arts.

VISION STATEMENT

Our scholarly and creative activity generates knowledge that strengthens the scientific, economic, cultural, social, and legal foundations of an open, diverse, and democratic society. Our outreach and engagement facilitates the development of prosperous and environmentally sound communities and industries. Our learning activities are integrated with FUR research and seek to engage every student in a transformative journey of discovery and understanding.

Our work is shaped by a passion for knowledge, innovation and creativity, by the rigor of high academic and ethical standards, by the attainment of each individual's full human potential, by the enrichment generated through diversity, and by the dissolution of cultural and organizational barriers. We are committed to improving our community, the communities we serve, and the facilities necessary for us to fulfill our vision and mission.

We emphasize quality and access, focusing our efforts on sustaining strong programs and investing resources in strategic directions that advance the interests of Idaho in an increasingly interdependent and competitive world. Through collaboration across strong academic disciplines, and through the creation of public, private, and community partnerships, we undertake bold initiatives to promote science, technology, and their applications; to catalyze entrepreneurial innovation; to steward the natural environment;

and to develop the design, lifestyles and civic infrastructures of sustainable communities.

Forest Utilization Research and Outreach (FUR)

GOALS & OBJECTIVES

Goal 1: Scholarship and Creativity

Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.

Objective A: Promote an environment that increases faculty engagement in interdisciplinary scholarship.

Strategies:

1. Use hiring to strengthen interdisciplinary scholarship that advances the college's strategic themes and land-grant mission.
2. Establish, renew, remodel, and reallocate facilities to encourage collaborative interdisciplinary inquiry and provide access to information resources and innovative technologies.

Performance Measures:

Number of CNR faculty involved in interdisciplinary scholarship.

Laboratories and field facilities that support CNR interdisciplinary inquiry.

Benchmarks:

Number of faculty and number of facilities meet targets set for interdisciplinary Forest Utilization Research in CNR

Objective B: Emphasize scholarly and creative activities that support the college's strategic themes, the research-extensive and land-grant missions, and strategically important graduate and professional programs.

Strategies:

1. Enhance scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho that improve forest and rangeland regeneration, nursery management practices, and forest and rangeland productivity.
2. Build strategic research and technological transfer activities statewide and regionally through unbiased analyses of the Policy Analysis Group.

Performance Measure:

Services provided by CNR for statewide FUR stakeholders

Benchmark:

Number of service events and total participants in CNR events provided for FUR stakeholders.

Goal 2: Outreach and Engagement

Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.

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Objective A: Build upon, strengthen, and connect the College of Natural Resources with other parts of the University to engage in mutually beneficial partnerships with stakeholders.

Strategies:

1. Grow the capacity of the College of Natural Resources to engage with communities by involving faculty and students in programs relevant to local and regional issues.
2. Engage with communities and organizations through flexible partnerships that share resources and respond to local needs and expectations.
3. Foster key industry/business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer that will increase the productivity of Idaho's forests, rangelands, and waterways.

Performance Measure:

Cases served: examples include: communities served; workshops/tours conducted; FUR stakeholder attendees; invited presentations; research, teaching and service projects; research studies completed/published; private landowners assisted and seedling research projects.

Benchmark:

Meeting target numbers for examples above.

Goal 3: Teaching and Learning

Engage students in a transformational experience of discovery, understanding, and global citizenship.

Objective A: Develop effective integrative learning activities to engage and expand student minds.

Strategies:

1. Provide undergraduate, graduate and professional students with education and research opportunities in nursery management, wood utilization technologies and forest and rangeland regeneration and restoration.
2. Integrate educational experiences into research programs at CNR outdoor laboratories, including the college Experimental Forest, the Forest Nursery complex, and McCall campus.
3. Engage alumni and stakeholders as partners in research, learning, and outreach.

Performance Measures:

FUR learning and research opportunities integrated into undergraduate, graduate and professional student programs in CNR on the Moscow campus and in CNR off-campus sites. Engagement of alumni and other stakeholders in FUR learning, research and outreach activities.

Benchmark:

Meeting target numbers for activities proposed above.



Idaho Geological Survey (IGS)

***2009-2013
STRATEGIC PLAN***

Idaho Geological Survey

VISION STATEMENT

The Idaho Geological Survey vision is to provide the state with the best geologic information possible through strong and competitive applied research, effective program accomplishments, and transparent access. We are committed to the advancement of the science and emphasize the practical application of geology to benefit society. We seek to accomplish our responsibilities through *service and outreach, research, and education* activities.

MISSION STATEMENT

The Idaho Geological Survey is the lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho. The agency has served the state since 1919 and prior to 1984 was named the Idaho Bureau of Mines and Geology.

Members of the Idaho Geological Survey staff acquire geologic information through field and laboratory investigations and through cooperative programs with other governmental and private agencies. The Idaho Geological Survey's geologic mapping program is the primary applied research function of the agency. The Survey's Digital Mapping Laboratory is central to compiling, producing, and delivering new digital geologic maps. Other main Idaho Geological Survey programs include geologic hazards, hydrology, mining, mine safety training, abandoned and inactive mines inventory, and earth science education outreach. As Idaho grows, demand is increasing for geologic information related to population growth, energy- mineral- and water-resource development, landslide hazards and earthquake monitoring.

AUTHORITY

Idaho Code provides for the creation, purpose, duties, reporting, offices, and advisory board of the Idaho Geological Survey. The Code specifies the authority to conduct investigations and establish cooperative projects and seek research funding. The Idaho Geological Survey publishes an Annual Report as required by its enabling act.

Service and Outreach

Goal 1: Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance, and banking industries, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to Survey information primarily through publications, Web site products, in-house collections and customer inquiries. Emphasize Web site delivery of

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digital products and compliance with new revision of state documents requirements (Idaho Code 33-2505).

Objective 1: Develop and publish survey documents

Performance Measure: Number of Published Reports on
Geology/Hydrology/Hazards/Mineral Resources

Benchmark: The number of published reports will be equal to or greater than the preceding year.

Objective 2: Build and deliver Web site products

Performance Measure: Number of Web site Products Used

Benchmark: The number of Website products used will be equal to or greater than the preceding year

Objective 3: Sustain Idaho State Documents Depository Program and Georef Catalog (International)

Performance Measure: Percentage of total Survey documents available

Benchmark: 100%

Research

Goal 2: Promote, foster, and sustain a climate for research excellence. Develop existing competitive strengths in geological expertise. Maintain national level recognition and research competitiveness in digital geological mapping techniques. Sustain and build a strong research program through interdisciplinary collaboration with academic institutions, and state and federal land management agencies.

Objective 1: Sustain and enhance geological mapping and related studies

Performance Measure: Increase the geologic map coverage of Idaho by mapping in priority areas designated by Idaho Geological Mapping Advisory Committee (square miles).

Benchmark: Increase in cumulative percent of Idaho's area covered by modern geologic mapping.

Objective 2: Sustain and build research funding

Performance Measure: Externally funded grant and contract dollars

Benchmark: The number of externally funded grant and contract dollars compared to five year average.

Education

Goal 3: Support knowledge and understanding of Idaho's geologic setting and resources through earth science education. Achieve excellence in scholarly and creative activities through collaboration and building partnerships that enhance teaching, discovery, and lifelong learning.

Objective 1: Develop and deliver earth science education programs and public presentations

Performance Measure: Educational programs for public audiences

Benchmark: The number of educational presentations will be equal to or greater than the previous year.

Key External Factors:

Funding:

Achievement of strategic goals and objectives is dependent on appropriate state funding.

External research support is mostly subject to federal program funding and increasing state competition for federal programs. Because most federal programs require a state match the capability to match grants depends on state funds.

Demand for services and products:

Changes in demand for geologic information due to energy and minerals economics play an important role in achievement of strategic goals and objectives. State population growth and requirements for geologic information by public decision makers and land managers are also key external factors.



SELECTED GOALS FROM STRATEGIC PLAN FOR 2008-2013
THAT SUPPORT STATE STRATEGIC PLAN

Mission:

North Idaho College is committed to student success, teaching excellence, and lifelong learning. As a comprehensive community college, North Idaho College provides quality educational opportunities that expand human potential and enhance the quality of life for the students and the communities it serves.

THEME I: PROGRAMS

Goal 1: Improve and expand educational opportunities, programs, and courses for the student population and community

Objectives:

- A. Expand program offerings, and accelerate the implementation of new professional-technical and workforce training at NIC that meet the needs of students, business, and industry

Performance Measure: Increase program offerings as outlined in 8-Year Plan submitted to SBOE.

Benchmark: Expanded program offerings will meet or exceed last year.

- B. Continue existing and develop new transfer opportunities with four-year institutions that meet the needs of students and employers

Performance Measure: Increase program offerings as outlined in 8-Year Plan submitted to SBOE.

Benchmark: Number of new transfer opportunities will meet or exceed last year.

Goal 2: Expand and improve alternative delivery of education

Objectives:

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- A. Expand course offerings at the NIC Outreach Centers and other off-campus sites

Performance Measure: Increase number of students in courses offered at outreach centers by 10% each year.

Benchmark: Number of new transfer opportunities will meet or exceed last year.

Goal 3: Develop and expand opportunities for high school students enrolled through NIC, emphasizing professional technical and dual credit/enrollment programs

Objectives:

- A. Develop an expanded schedule of dual credit courses

Performance Measure: Increase number of students in courses offered on campus and in area high schools by 10% each year.

Benchmark: Number of new dual credit courses will meet or exceed last year.

THEME II: STUDENT SUPPORT

Goal 4: Improve student access

Objectives:

- A. Develop a system to assist potential students with financial planning for costs associated with attending NIC

Performance Measure: Identify possible resources or systems for prospective students to use when considering college cost.

Benchmark: Number of students assisted will meet or exceed last year.

THEME IV: FINANCE AND FUNDING

Goal 5: Align budget with strategic plan

Objectives:

- A. Document how the budget addresses the priorities of the strategic plan

Performance Measure: Report alignment of major budget expenditures with major strategic goals

Benchmark: Two major goals will be aligned with budget resources annually.

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External Factors: Factors that are beyond the control of the college that affect the achievement of goals

1. Enrollment Growth

Enrollment growth can be uncertain and impacts legislative allocation

2. Revenue – Property Taxes

Availability of local property taxes can be uncertain.

3. Revenue – Legislative Allocation

Availability of state revenues for appropriation can be uncertain.

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Eastern Idaho Technical College Strategic Plan 2009-2013

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.

Mission

Eastern Idaho Technical College provides superior educational services in a positive learning environment that supports student success and regional workforce needs.

GOAL I: Implement a comprehensive marketing campaign to promote college access and highlight Eastern Idaho Technical College offerings.

Objectives:

1. Monitor the labor market needs in the college service area and develop new programs, considering available resources, which serve the identified needs.
 - **Performance Measure:**
 - Number of new programs created in response to labor market needs.
 - **Benchmark:**
 - Number of new programs created in response to labor market needs will meet or exceed last year.
2. Develop new workforce training program initiatives by working with local and regional business, industry, and economic development organizations.
 - **Performance Measure:**
 - Number of new programs created.
 - **Benchmark:**
 - Number of new programs created will meet or exceed last year.
3. Work with Idaho National Laboratory training program personnel to expand course offerings.
 - **Performance Measure:**
 - Number of training courses offered.
 - **Benchmark:**
 - Design, develop, and implement three new occupational upgrade training courses by the conclusion of FY2009.

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4. Strengthen and enhance the operation of the Summer Wildland Fire Program, Ready Reserve, Idaho Fire Academy, and PTE Emergency Services training on an ongoing basis.
 - **Performance Measure:**
 - Percentage complete of annual program course schedule.
 - **Benchmark:**
 - Completion of an annual program course schedule, and delivery of program during the spring and summer of fiscal year 2009.
5. Develop and implement a comprehensive marketing plan to promote the college and improve public perception of the college.
 - **Performance Measure:**
 - Percent completed and implemented.
 - **Benchmark:**
 - Marketing plan will be fully implemented in FY2010.
6. Develop and produce new printed marketing materials that can be distributed throughout the entire nine-county service region.
 - **Performance Measure:**
 - Number of service regions receiving marketing materials.
 - **Benchmark:**
 - Two service regions per year will receive marketing materials.

GOAL II: Improve and enhance internal and external communication.

Objectives:

1. Strengthen and enhance the coordination and monitoring of the Idaho National Laboratory (INL) ES&H contract.
 - **Performance Measure:**
 - Number of complaints from INL regarding availability of courses.
 - **Benchmark:**
 - Zero complaints from INL on the availability of courses.
2. The Workforce Training Program will implement the Colleague database to align program recordkeeping with all student functions.
 - **Performance Measure:**
 - Number of WFT students able to register online.
 - **Benchmark:**
 - WFT students able to register online by the conclusion of FY2009.
3. Strengthen and enhance the operation of the Summer Wildland Fire Program, Ready Reserve, Idaho Fire Academy, and PTE Emergency Services training on an ongoing basis.
 - **Performance Measure:**
 - Percentage completed of annual program course schedule, and delivery of program.
 - **Benchmark:**
 - Completion annual program course schedule and delivery of program during the spring and summer of fiscal year 2009.
4. Integrate the institutional research office to formalize the collection, analysis, and reporting of data to support evaluation, planning, and decision making. NWCCU Recommendation #5.
 - **Performance Measure:**

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- 100% compliance with state and federal requirements and guidelines.
 - Inclusion in at least 80% of appropriate discussions.
 - **Benchmark:**
 - Integrated campus IR function supportive of institutional goals.
5. Develop a system to include faculty and staff views in the system of college governance. NWCCU Recommendation #6.
- **Performance Measure:**
 - By survey, 80% satisfaction that suggestions and views are being considered.
 - **Benchmark:**
 - Functional system of collaborative governance.

GOAL III: Expand program offerings, within available college resources, based upon local labor market demand and compliance with the State Board of Education's Eight-Year Plan for Program Expansion.

Objectives:

1. Investigate the feasibility of allowing students to take live video conference classes from their home.
 - **Performance Measure:**
 - 90% successful connection to test class from various locations.
 - Identification of minimum band width requirements.
 - **Benchmark:**
 - Completion of a feasibility study and recommendation to PAC.
2. Improve direct communication via a wireless bridge at IF EITC Campus for IP video classes for outreach sites (Driggs, Rexburg, Arco, and Salmon).
 - **Performance Measure:**
 - 50% reduction in packet loss and elimination of connectivity time-outs.
 - **Benchmark:**
 - Increased reliability and quality over previous connection.

GOAL IV: Identify and publish intended learning outcomes for each degree and certificate program at the college and through regular and systematic assessment demonstrate that completers achieve those outcomes.

Objectives:

1. Develop and publish expected learning outcomes for each degree and certificate program. NWCCU Recommendation #1
 - **Performance Measure:**
 - List of essential skills completed and sorted.
 - List of outcomes for each program.
 - Program map for each program on file.
 - **Benchmark:**

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- Process for implementation and regular review of expected learning outcomes by degree and certificate program.
- 2. The ABE program will adopt the new CASAS (State ABE approved NRS ESL assessment) series and incorporate the listening test in an effort to better capture indication of student learning and performance outcomes.
 - **Performance Measure:**
 - After comparing FY07 NRS performance data, to FY08, interpret and adjust program as necessary.
 - **Benchmark:**
 - Improved NRS (National Reporting System) outcome performance.
- 3. The ABE program will develop a survey to identify why or why not students stay in the program.
 - **Performance Measure:**
 - Ongoing assessment of student satisfaction as it relates to ABE programming, offerings, instruction, and support.
 - **Benchmark:**
 - Improved retention of ABE students.
- 4. The ABE program will develop a new intake and orientation process that utilizes a design that allows for better documentation of students NRS goals and provides more institutional and transitional information.
 - **Performance Measure:**
 - Compare student NRS goal data to FY07 – look for improvement.
 - Survey students for quality feedback, use as needed.
 - **Benchmark:**
 - Improved core outcome measure performance in the transition to higher education goal.

GOAL V: Clearly identify content that is pertinent to the general program of study in all certificate programs with embedded related instruction.

Objectives:

- 1. The instructors in all certificate programs that contain embedded related general education content will clearly identify that content in the course syllabus.
 - **Performance Measure:**
 - 100 % inclusion of general education content in each course syllabi.
 - **Benchmark:**
 - Course syllabi will be reviewed and updated and will clearly show where embedded general education content is taught in each course where such content occurs.
- 2. In conjunction with the Dean of Students, develop a plan for General Education Division Faculty to advise non-matriculated students.
 - **Performance Measure:**
 - Number of students advised by the General Education Division Faculty.

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- **Benchmark:**
 - Increased participation by General Education Faculty in non-matriculated advising.

GOAL VI: Review and revise the evaluation policy to assure that all program and faculty are evaluated systematically and consistently using multiple indices.

Objectives:

1. Revise faculty evaluation policy to assure that all full and part-time faculty are evaluated systematically and consistently using multiple indices. NWCCU recommendation #3.
 - **Performance Measure:**
 - Number of indices used to evaluate faculty.
 - 100% of faculty evaluated utilizing the new policy.
 - **Benchmark:**
 - Implement and evaluate the new evaluation policy.
2. Participation by at least half of full-time faculty in peer evaluation training in fall of 2008 with subsequent evaluation duties in FY09.
 - **Performance Measure:**
 - At least 50% of full-time faculty trained and participating in peer evaluation.
 - **Benchmark:**
 - Active participation of full-time faculty in peer evaluation process.
3. Develop and evaluate a comprehensive program review process.
 - **Performance Measure:**
 - Number of programs reviewed.
 - 100% of review results used to drive program decisions (expansion, reduction, modification, etc).
 - **Benchmark:**
 - Implement the process.

GOAL VII: Evaluate facility and infrastructure needs to support student success.

Objectives:

1. Implement and refine policy on network security. NWCCU Recommendation #4.
 - **Performance Measure:**
 - 50% reduction in faculty and staff access complaints.
 - **Benchmark:**
 - Balanced policy that allows academic freedom while ensuring networking security.
2. Implement approved campus upgrade and renovation projects.
 - **Performance Measure:**
 - 100% on time completion of all projects.
 - Projects do not exceed 100% of budget.
 - **Benchmark:**
 - Successful completion of approved projects.

Key External Factors (beyond the control of Eastern Idaho Technical College)

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.

Federal Government: A great deal of education 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.



COLLEGE OF WESTERN IDAHO

DRAFT STRATEGIC PLAN 2008-2015

PURPOSE STATEMENT

COLLEGE OF WESTERN IDAHO

The College of Western Idaho is a valued community asset that will help transform its ten-county service region (Region III) by providing leadership for its educational and economic future.

CWI will serve as a locally-controlled tool for strengthening regional economic development and enhancing quality of life by empowering businesses and individuals to develop talent, increase productivity and seize opportunities to enhance their future.

CWI is a valued community partner that continuously works with communities to identify the needs and solutions for local and prospective employers, businesses, donors, and neighbors to help everyone ACHIEVE MORE.

PLEASE NOTE: THE MISSION, VISION AND VALUES BELOW ARE GOING THROUGH MULTIPLE REVIEWS BY THE BOARD, STAFF AND COMMUNITY AND MAY BE ALTERED.

DRAFT VISION

We are a valued community asset enhancing lives, learning and prosperity.

DRAFT MISSION

The Mission of the College of Western Idaho is to develop '21st Century Learning Platforms' for students to transition to baccalaureate programs, achieve adult basic literacy, and acquire necessary skill sets for a dynamic local and global economy. We serve our students and communities through the use of a variety of innovative delivery systems and offer a dynamic array of programs, courses and services.

CORE VALUES

"Our '**LEGACY**' is lifting up students through learning!"

Learning at CWI where:

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Every student receives quality education and training, regardless of time or distance;

Goals are achievable by students, employers, and the community;

Access and affordable education and training open windows to the world;

Customers are our passion; and

You achieve more!

DRAFT GOALS

**PLAN 2015
ACHIEVE MORE!**

- GOAL 1:** The College of Western Idaho serves as a gateway to education and training for all its communities by creating quality learning platforms from which students can launch their future success.
- GOAL 2:** The College of Western Idaho expands access to higher education and 21st century technical skill acquisition for all its communities.
- GOAL 3:** The College of Western Idaho is a catalyst for economic development through strategic partnerships with employers.

DRAFT GOALS AND OBJECTIVES

**PLAN 2015
ACHIEVE MORE**

These goals are written as conditions that will exist in the future through carefully selected objectives and intentional tracking of performance. They work together to focus the college, its attention, work, and resources.

- GOAL 1:** The College of Western Idaho serves as a gateway to education and training for all its communities by creating quality learning platforms from which students can launch their future success.

Objectives for Gateway to Quality Learning Platforms:

- 1.1 Develop necessary action plan to achieve accreditation
Performance Measures:**

- Achieve full accreditation in the minimal amount of time

Benchmark:

- Meet requirements of the Northwest Accrediting Commission

1.2 Insure optimal student success through individual goal attainment; be known as 'student centric'

Performance Measures:

- Track student graduation rate
- Track Licensure and Certification Pass rates
- Track placement rate
- Track transfer rate

Benchmark:

- Determine current community college rates for the above measures and target an annual increase in these rates

1.3 Form partnerships with other institutions that provide students and the community with global awareness and experiences

Performance Measures:

- Increase enrollment

Benchmark:

- Identify best practices in global learning experiences

1.4 Establish CWI as a leader in Adult Basic Education

Performance Measure:

- Increase attendance of under prepared students
- Increase number of students transitioning into higher education

Benchmark:

- Increase the percentage of students matriculating into higher education from basic skills classes

1.5 Create strong customer service based on our value that "customers are our passion!"

Performance Measure:

- Achieve high rate of student satisfaction

- **Score high on Community Relations Management Satisfaction Index**

Benchmark:

- **Research 'national student satisfaction' instruments and results and target an increase in the national average each year**

1.6 Ensure academic excellence through the hiring of highly qualified faculty and staff

Performance Measures:

- **Meet required qualifications for hiring**
- **Provide professional development**

Benchmark:

- **Track standards from League of Innovation for hiring and retention**

1.7 Create a clear platform for students to transfer to universities

Performance Measures:

- **Increase transfer rate to universities**

Benchmark:

- **Research state's current transfer rate/improve upon rate each year**

1.8 Establish state-of-the-art student management system

Performance Measures:

- **Attain a high rate of student and employee satisfaction**

Benchmark:

- **Review and apply Baldrige criteria to CWI student services**

GOAL 2: The College of Western Idaho expands access to higher education and 21st century technical skills acquisition for all its communities.

Objectives for Access:

2.1 Ensure affordable education and training for all students

Performance Measures:

- Decrease amount that students are currently paying
- Increase opportunity for financial aid
- Increase opportunity for scholarships

Benchmark:

- Determine the best ways to help students finance their education and training, through the League of Innovation for community colleges

2.2 Build a dynamic, inclusive culture for students and CWI personnel through a dynamic human resource system

Performance Measures:

- Increase student retention
- Increase employee retention
- Increase student satisfaction

Benchmark:

- Research current statistics on a state and national level for Freshman retention, improve upon that percentage

2.3 Provide a wide variety of delivery options and locations for students

Performance Measures:

- Track numbers of students using each delivery option
- Market convenience, thereby improving perception
- Increase number of on-line students

Benchmark:

- Research comprehensive community colleges and their percentage of delivery options

2.4 Provide an open-door philosophy by serving students who may otherwise be denied access to postsecondary education

Performance Measures:

- Increase number of underserved students
- Attain high level of student satisfaction

- Increase retention

Benchmark:

- Research best practices on serving under-prepared students through open enrollment

2.5 Create partnerships with K-12 learning institutions in creative formats such as 'college high schools'

Performance Measures:

- Increase number of students from local high schools attend CWI
- Increase graduation rates

Benchmark:

- Research top high schools in the nation in transfer rates to local community colleges; determine the contributing factors; create a model; use 'Achieving the Dream' research findings

2.6 Acquire and operate state-of-the art technology for administration and classroom instruction

Performance Measures:

- Increase student satisfaction
- Increase retention
- Increase staff retention

Benchmark:

- Through benchmarking with other educational institutions, discover lessons learned and recommendations for improvements to CWI's current systems

2.7 Implement an institutional effectiveness office for data gathering, analysis, and continuous improvement

Performance Measures:

- Create a culture of evidence at CWI
- Use data to measure success in all areas of the institution: students, processes, people development, and finances

Benchmark:

- **Research and determine best practices in institutional effectiveness offices**

GOAL 3: The College of Western Idaho is a catalyst for economic development through strategic partnerships with employers.

Objectives for Responsiveness to Employers and Economic Development Possibilities:

3.1 Create an innovative, flexible image with the business community

Performance Measures:

- **Achieve a high level of business community satisfaction**

Benchmark:

- **Use the League of Innovation to determine the factors that establish the innovative image for the community college**

3.2 Address the needs of our customers

Performance Measures:

- **Track customer responsiveness**
- **Measure student satisfaction**
- **Measure employer satisfaction**

Benchmark:

- **Research the optimum turn-around time for responsiveness to student and employer inquiries and how best to track performance**

3.3 Be an active partner in economic development in the regions

Performance Measures:

- **Track the number of jobs added to the region due to training at CWI**

Benchmark:

- **Review the number against current data from new employers**

- 3.4 Create partnerships with local business and industry to discover what they need from their workforce to increase their productivity and create a plan to address that need**

Performance Measures:

- Increase participation from local business and industries

Benchmark:

- Identify best practices in economic development creation where partnerships with community colleges exist

- 3.5 Establish active partnerships with local economic development agencies to participate in attracting new businesses to the region**

Performance Measures:

- Track the number of new businesses where CWI is an active partner

Benchmark:

- Identify best practices in economic development creation where there are partnerships with community colleges

- 3.6 Expand the capacity to create customized employer training that is essential for new business development and business expansion in the region**

Performance Measures:

- Increase number of employers using customized training
- Contribute to local companies' expansion and growth

Benchmark:

- Determine best practices of customized training programs, nationally

- 3.7 Combine school site and work site learning through practicum, internships, and apprenticeships to better equip students with the skills that employers demand**

Performance Measures:

- Increase employer satisfaction
- Increase employee satisfaction

Benchmark:

- Determine best practices for on-site learning experiences

3.8 Create the reputation in the region that the best prepared workforce lives here and was prepared in part by CWI

Performance Measures:

- Identify the importance of the availability and access of workforce training to businesses as major reasons to locate to or expand in the valley.

Benchmark:

- Identify the regions and their marketing strategy which link the workforce closely with economic development and business attraction

Key External Factors (beyond control of the College of Western Idaho):

Funding:

Most of the strategic goals of the College of Western Idaho assume on-going and sometimes significant additional levels of resources. Availability of revenues can be uncertain.

Legislation/Rules:

Beyond funding considerations, some education policies are embedded in state statute or rule and not under control of the local CWI Trustees

Newness of the College of Western Idaho:

The Community College Yes! Campaign resulted in strong support for a new community college to serve this service region. CWI is learning about its customer base, their needs and their diversity.

Federal Government:

Much of educational funding for Idaho 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.



College of Southern Idaho Strategic Plan 2008 – 2012



Statutory Authority

This plan has been developed in compliance with Sections 67-1901 to 67-1903, Idaho Code, and Standard One of the Northwest Commission on Colleges and Universities (NWCCU), and has been approved by the College of Southern Idaho Board of Trustees. The statutory authority and the enumerated general powers and duties of the Board of

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Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

Mission Statement

The College of Southern Idaho, a comprehensive community college, provides quality educational, social, cultural, economic, and workforce development opportunities that meet the diverse needs of the communities it serves. CSI prepares students to lead enriched, productive, and responsible lives in a global society.

Core Values

The following core values, principles and standards guide our vision and conduct:

People

Above all, we value our students, employees, and community. We celebrate individual uniqueness, worth, and contributions while embracing diversity of people, backgrounds, experiences, and ideas. We are committed to the success of our students and employees.

Learning

We value lifelong learning, informed engagement, social responsibility, and productive global citizenship. We have an unwavering commitment to student learning and success. We strive to instill in our students and employees a lifelong passion for learning.

Access and Opportunity

We value convenient, affordable, and equitable access to higher education. We make every effort to eliminate or minimize barriers to access. We create opportunities for educational, personal, and economic success.

Quality and Excellence

We strive for excellence in all of our endeavors. We offer high-quality educational programs and services that are of value to our constituents. We are committed to high academic and professional standards, and to the continuous improvement of our educational programs, services, processes, and outcomes.

Creativity and Innovation

We value and support innovative and creative ideas and solutions that foster improvement and allow us to better serve our students and our community. We encourage entrepreneurial spirit.

Responsibility and Accountability

We value personal and institutional integrity, responsibility, and accountability. We believe in serving our constituents responsibly in order to preserve the public's ongoing trust. We strive to develop an environment that encourages and enables a culture of meaningful assessment and continuous improvement. We value inspired, informed, transparent, and responsible leadership and decision-making at all levels of the College. We value our environment and the conservation of our natural resources and strive to create facilities, systems, programs, and practices that are environmentally sustainable.

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Collaboration and Partnerships

We value collaboration and actively pursue productive and mutually beneficial partnerships among people, institutions, organizations, and communities to share diverse ideas, talents, and resources.

Vision 2012

The College of Southern Idaho will be recognized regionally and nationally as a progressive community college committed to student learning and success, and to the human, economic, cultural, and social development of the region.

- We will be the higher education institution of choice because of our instructional excellence, exemplary support services, and our accessibility and affordability.
- We will challenge our students and foster intellectual curiosity, critical inquiry, creative problem solving, and thoughtful reasoning.
- We will inspire our students to become lifelong learners, productive workers, engaged leaders, and responsible global citizens.
- We will support our employees by providing the necessary training, information, and resources; and expect active participation, responsible decision-making, high performance, and personal accountability.
- We will use appropriate information technologies that support and enhance teaching and learning, improve accessibility and quality of services, and improve effectiveness and efficiency.
- We will maintain the ongoing trust of our constituents by demonstrating responsible management and investment of the resources entrusted to us.
- We will be responsible stewards of our natural resources.

Strategic Initiatives

1. Responsiveness
2. Commitment to Learning and Success
3. Performance and Accountability
4. Global Citizenship and Competitiveness
5. Advocacy

Goals and Objectives

1. *Strategic Initiative:* Responsiveness to the diverse and changing needs of our students and the communities we serve

1.1. *Goal:* Access to our programs, resources, and services

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- 1.1.1. Provide convenient, affordable, and equitable access to our programs, services, and resources
- 1.1.2. Eliminate or minimize barriers to access
- 1.1.3. Expand early awareness and pre-college programs
- 1.1.4. Continue to strengthen our relationship with school counselors, teachers, and administrators
- 1.1.5. Effectively communicate the benefits of attending CSI
- 1.1.6. Expand recruiting efforts to include all prospective student groups
- 1.1.7. Encourage parent and peer involvement
- 1.1.8. Maintain the affordability of our programs and services
- 1.1.9. Continue to increase the availability of need-based and merit-based financial aid and scholarships to all student groups
- 1.1.10. Make application for admission and course registration processes more convenient
- 1.1.11. Develop and provide new student orientation and freshman seminar
- 1.1.12. Implement online one-stop shop

1.2. Goal: Strategic marketing

- 1.2.1. Adopt a College-wide strategic marketing focus
- 1.2.2. Develop and implement a comprehensive marketing strategy based on a thorough understanding of the needs of our stakeholders and reinforced by every element of the marketing mix
- 1.2.3. Meet the diverse and changing needs and expectations of our students
 - 1.2.3.1. Know and meet current needs and anticipate future needs of our prospective and current students
 - 1.2.3.2. Offer quality educational programs and services that meet the needs of students with diverse backgrounds, socioeconomic statuses, experiences, preparation levels, abilities, learning styles, and educational objectives
 - 1.2.3.3. Provide university parallel curriculum for transfer students, state-of-the-art program of professional-technical education, appropriate developmental education, workforce training and development, enrichment programs, continuing education, and professional development
 - 1.2.3.4. Provide courses and programs when and where needed, in the format needed
 - Increase course offerings at alternative times and locations and utilize alternative delivery methods
 - Expand anytime, anywhere access to programs and services
 - Continue to expand distance learning courses and programs
 - Continue to expand dual credit offerings
 - 1.2.3.5. Continue to expand and improve student services
 - 1.2.3.6. Effectively promote our programs and services
 - 1.2.3.7. Target recruiting and promotional efforts by focusing on segments that will provide the highest return on our investment

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- 1.2.3.8. Maintain a healthy, safe, and inviting learning environment that is conducive to learning
- 1.2.4. Meet the diverse and changing needs and expectations of employers in the area
 - 1.2.4.1. Provide workforce training and development, short-term customized training, and industry certifications
 - 1.2.4.2. Ensure that the curricula provide the skills, knowledge, and experiences most needed by employers
 - 1.2.4.3. Train globally competitive workers
 - 1.2.4.4. Develop mutually beneficial partnerships with industry
- 1.2.5. Meet the diverse and changing needs and expectations of the communities we serve
 - 1.2.5.1. Serve as an engine for economic, social, and cultural development and vitality
 - 1.2.5.2. Contribute to improved quality of life in the region
 - 1.2.5.3. Develop the region's most important resource – its human capital – by providing lifelong learning opportunities
 - 1.2.5.4. Provide access to expertise and state-of-the art facilities

2. Strategic Initiative: Commitment to learning and the success of our students, employees, and institution

2.1. Goal: Student learning and success

- 2.1.1. Demonstrate an unwavering commitment to, and shared responsibility for, student learning and success
- 2.1.2. Identify and reduce barriers to student learning and success
- 2.1.3. Develop clear pathways to student success
- 2.1.4. Continue to improve the quality, relevancy, and rigor of our courses and programs
- 2.1.5. Set high standards for student learning, performance, and achievement
- 2.1.6. Challenge and empower students to take responsibility for their own learning
- 2.1.7. Employ effective and innovative instructional strategies
- 2.1.8. Develop subject matter competence, effective communication, critical thinking, creative problem solving, interpersonal relations, and leadership skills
- 2.1.9. Focus on active and collaborative learning and meaningful engagement
- 2.1.10. Implement an interdisciplinary approach to learning
- 2.1.11. Offer experiential and service learning opportunities
- 2.1.12. Continually improve educational attainment (persistence, degree completion, transfer) and achievement of career goals
- 2.1.13. Strive to create a seamless learning environment by effectively blurring the lines between in-classroom and out-of-classroom learning
- 2.1.14. Encourage active engagement (on and off-campus) and social responsibility

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- 2.1.15. Develop and expand partnerships with K-12 schools, community colleges, four-year institutions, and other public and private organizations that will allow us to help our students reach their educational and career goals

2.2. Goal: Employee learning, growth, and success

- 2.2.1. Recognize that employees are our greatest asset
- 2.2.2. Recruit and retain faculty and staff who are committed to student learning and success
- 2.2.3. Emphasize the role of faculty, staff, and administration as learners and teachers
- 2.2.4. Develop strategic thinking skills and build a leadership pipeline (grow our own leaders)
- 2.2.5. Support employees by providing the necessary resources, tools, and information needed to do their jobs effectively
- 2.2.6. Improve communication and collaboration within and across divisions, departments, and functions
- 2.2.7. Appropriately distribute decision-making authority, responsibility, accountability
- 2.2.8. Develop and implement a needs-based, comprehensive employee development program
- 2.2.9. Provide ongoing training and professional development opportunities
- 2.2.10. Develop a campus-wide system to effectively track and assess professional development participation and success
- 2.2.11. Recognize and reward competence, performance, and contributions to the attainment of our strategic goals and objectives
- 2.2.12. Maintain competitive faculty and staff compensation that is comparable to that of our peer institutions
- 2.2.13. Appreciate and celebrate employee contributions and successes

2.3. Goal: Institutional growth and success

- 2.3.1. Plan for growth and manage it strategically and effectively
- 2.3.2. Employ effective market, product, technology, facilities, operations, and management and systems strategies that foster sustainable growth
- 2.3.3. Create and implement a strategic enrollment plan that promotes student success, addresses effective recruitment and retention, and is supported by programs, resources, and services that meet the needs of our students
- 2.3.4. Maintain an entrepreneurial approach to program and niche development
- 2.3.5. Continue to critically analyze our program mix, class scheduling, and resource allocation
- 2.3.6. Ensure that the College remains financially viable and sustainable
- 2.3.7. Implement cost-saving strategies while maintaining the quality of our programs and services
- 2.3.8. Identify and aggressively pursue new revenue sources
- 2.3.9. Strengthen internal and external communication and collaboration
- 2.3.10. Continue to develop mutually beneficial partnerships
- 2.3.11. Build and maintain facilities that support teaching and learning

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- 2.3.12. Utilize appropriate information technologies effectively and efficiently
- 2.3.13. Ensure compliance with applicable laws and regulations and manage risk effectively
- 2.3.14. Strengthen emergency and disaster planning and preparedness

3. Strategic Initiative: Performance and accountability

3.1. Goal: Culture of planning, assessment, and continuous improvement

- 3.1.1. Encourage and enable campus-wide participation in institutional planning and assessment activities
- 3.1.2. Create an environment where all employees assume responsibility for their role in the institutional planning and effectiveness processes
- 3.1.3. Ensure that strategic initiatives, goals, and objectives drive our decision-making and everyday operations
- 3.1.4. Allocate resources based on established priorities and performance - the strategic plan drives the budgeting process
- 3.1.5. Align unit operational plans with the College strategic plan
- 3.1.6. Continually assess and improve the quality, relevancy, efficiency, and effectiveness of our systems, programs, services, processes, and practices
- 3.1.7. Develop a campus-wide comprehensive institutional effectiveness framework and sound procedures for assessing performance outcomes
- 3.1.8. Perform meaningful assessment for continuous improvement and accountability
 - 3.1.8.1. Gather, analyze, and interpret evidence of institutional effectiveness
 - 3.1.8.2. Use the results to improve student and institutional performance
- 3.1.9. Employ effective measures, methodologies, and technologies to facilitate planning, assessment, and reporting
 - 3.1.9.1. Ensure data quality, integrity, and validity
 - 3.1.9.2. Utilize appropriate reporting and analytic methods to accurately and systematically measure and increase performance
 - 3.1.9.3. Build business intelligence capabilities that will allow the College to go beyond reporting on what has happened to analyzing where the problems are, figuring out why the problems have occurred and what corrective actions are needed, and forecasting what will happen if the trends continue
 - 3.1.9.4. Make meaningful and useful data and analyses available when and where needed, in the format needed
- 3.1.10. Use data and analysis to inform our decisions, guide our planning processes, and serve as quality assurance for our stakeholders
- 3.1.11. Communicate performance levels internally and externally
- 3.1.12. Create formal processes for periodic and systematic review and revision of the strategic plan and outcomes assessment
- 3.1.13. Dedicate adequate resources for planning and assessment

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- 3.1.14. Provide the necessary procedural, training, and technical support

3.2. Goal: Stewardship and accountability

- 3.2.1. Demonstrate public accountability (legal, fiscal, and programmatic)
3.2.2. Maintain public trust through transparency and responsible stewardship of the resources entrusted to us
3.2.3. Allocate, manage, and invest human, financial, physical, and intellectual resources prudently, effectively, and efficiently
3.2.4. Effectively communicate College performance in carrying out its mission

4. Strategic Initiative: Global citizenship and competitiveness

4.1. Goal: Global awareness, engagement, and competitiveness

- 4.1.1. Educate stakeholders on the importance and value of global education to the success of our students and to the long-term viability and prosperity of our community, state, and nation
4.1.2. Actively contribute to increased global awareness, understanding, engagement, and competitiveness
4.1.3. Promote understanding of global interdependence by infusing global perspectives and integrating international and intercultural education across the curricula
4.1.4. Provide quality educational programs and experiences that prepare students to compete successfully in an increasingly interconnected global marketplace
4.1.5. Ensure that our students gain the knowledge, skills, perspectives, and attitudes necessary to thrive in a global society and become responsible global citizens
4.1.6. Utilize innovative technologies to expand international exchanges
4.1.7. Encourage and provide opportunities for our students to interact with and learn from others' multicultural and international experiences
4.1.7.1. Facilitate interaction with people from different social, cultural, and linguistic backgrounds
4.1.7.2. Recruit and retain international students
4.1.8. Provide opportunities for international experiences
4.1.8.1. Promote study abroad and international service learning opportunities
4.1.8.2. Provide international travel opportunities
4.1.9. Encourage and support faculty/staff participation in global learning opportunities
4.1.10. Collaborate with other institutions on global initiatives

4.2. Goal: Environmental sustainability

- 4.2.1. Promote stewardship of our natural resources
4.2.2. Provide leadership and raise the visibility of environmental initiatives
4.2.3. Engage students, employees, and the community in open discourse about the importance of the environment and our role in conserving it for future generations

- 4.2.4. Provide information and training on the sustainability of our environment through conservation and innovation
- 4.2.5. Incorporate environmental education and sustainability principles across the curricula
- 4.2.6. Do our part in preserving a clean and healthy environment
- 4.2.7. Strive to develop and implement facilities, systems, and practices that are environmentally sustainable - reduce, reuse, and recycle
 - 4.2.7.1. Minimize our environmental impact
 - 4.2.7.2. Continue to improve water and energy conservation practices
 - 4.2.7.3. Protect renewable natural resources

5. Strategic Initiative: Commitment to further develop and effectively target our advocacy efforts

5.1. Goal: Institutional identity and positioning

- 5.1.1. Implement effective and integrated marketing communication strategies
- 5.1.2. Strengthen and consistently communicate our institutional identity that is in line with our mission, vision, and strategic plan
- 5.1.3. Strengthen and increase the recognition of our brand
- 5.1.4. Achieve greater regional and national visibility
- 5.1.5. Position CSI as a regionally and nationally recognized progressive community college focused on student learning and success
- 5.1.6. Strive to continually enhance our reputation and image
- 5.1.7. Manage and create positive perceptions and improve media relations
- 5.1.8. Communicate evidence of institutional effectiveness and our value and contributions to the community, state, nation, and beyond
- 5.1.9. Celebrate and widely publicize successes of our students, faculty, staff, and the College

5.2. Goal: Institutional advancement

- 5.2.1. Align institutional advancement priorities and activities with our mission, vision, goals, and objectives
- 5.2.2. Build strong relationships with a variety of constituents
- 5.2.3. Encourage involvement and participation in the College
- 5.2.4. Foster pride and loyalty to the institution
- 5.2.5. Further expand strategic grant development efforts
- 5.2.6. Leverage institutional advancement efforts through partnerships
- 5.2.7. Support the CSI Foundation in its fundraising efforts

5.3. Goal: Government relations and community college advocacy

- 5.3.1. Promote the community college mission locally, statewide, and nationally
- 5.3.2. Raise awareness of the role of community colleges in providing lifelong learning opportunities and contributing to the economic, social, and cultural development of the communities they serve
- 5.3.3. Articulate the needs of the College clearly and persuasively
- 5.3.4. Effectively represent CSI's budget, policy, and program interests to local, state, and national elected officials and government agencies at all levels

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- 5.3.5. Ensure that the College receives the appropriate support and recognition
- 5.3.6. Advocate for adequate funding to carry out our mission and vision
- 5.3.7. Effectively communicate the impact of and positive outcomes derived from the support received
- 5.3.8. Partner with other sister institutions and strengthen linkages to various community college advocacy groups

External Factors

Various external factors outside CSI's control could significantly impact the achievement of goals and objectives outlined in the strategic plan:

- Demographic changes (e.g. changes in the number of high school graduates, retirement of the Baby Boomers, growing minority population, etc.)
- Circumstances of and strategies employed by our partners (e.g. K-12, higher education institutions, local industry)
- Changes in market forces and competitive environment (e.g. distance learning providers)
- Supply of and competition for highly qualified faculty and staff
- Changes in the economic environment (e.g. inflation, energy cost, personal income, unemployment and underemployment, foreclosure and bankruptcy rates, globalization, the value of the dollar, availability of credit, etc.)
- Changes in national or state priorities
- Significant changes in local, state or federal funding
- Government-wide policies
- Legal and regulatory constraints
- Changes in technology (access, affordability, efficiency)
- Changes in the physical environment (e.g. drought)
- Natural disasters, pandemic, acts of war/terrorism

CSI will make every effort to anticipate and manage change effectively, establish and implement effective risk management policies and practices, and minimize the negative impacts of factors beyond the institution's control.

DRAFT Performance Measures/Benchmarks*

*Pending final review and approval from the CSI Board of Trustees

The performance measures and benchmarks are based on the literature on community college success indicators, best practices, historical data, trends observed, as well as assumptions and forecasts.

Experts in the field agree that performance measures and benchmarks used to measure community college institutional effectiveness should carefully consider: the mission and

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varied roles community colleges must fulfill, the diversity of student populations served, open admission policies, diverse educational goals that may or may not include earning a degree or certificate, etc.

Sources:

Alfred, R., Shults, C., & Sybert, J. (2007). *Core Indicators of Effectiveness for Community Colleges* (3rd ed.). Washington, D.C: Community College Press, American Association of Community Colleges.

Flores, S.M. (2006). *Benchmarking: An Essential Tool for Assessment, Improvement, and Accountability: New Directions for Community Colleges*, No. 134, San Francisco, CA: Jossey-Bass.

Banta, T.W. (2004). *Community College Assessment*, San Francisco, CA: Jossey-Bass.

Community College Survey of Student Engagement (CCSSE), a benchmarking instrument that establishes national norms on educational practice and performance by community and technical colleges. <http://www.ccsse.org/>

The National Community College Benchmark Project (NCCBP) that provides national and peer community college effectiveness indicator data. <http://www.nccbp.org/>

The Kansas Study, a national study of Community College Instructional Costs and Productivity. <http://www.kansasstudy.org>

College of Southern Idaho 2008 – 2012		
DRAFT Performance Measures	DRAFT Benchmarks/ Performance Targets	CSI Goals
1. Enrollment - academic, professional-technical, developmental, continuing education, workforce training, distance learning, on main campus, remote to main campus, dual credit, international <ul style="list-style-type: none"> Headcount Credit hours FTE 	<ul style="list-style-type: none"> Overall headcount will increase by 2% a year Overall FTE will increase by 1% a year 	1.1., 1.2., 2.1., 2.3., 4.1., 4.2., 5.1., 5.2., 5.3.
2. Market penetration - eight-county participation rates	By 2012 the percentage of population aged 16 or above in CSI's eight-county service area that participates in an instructional course sponsored by CSI during a given calendar year will increase to 12%.	1.1., 1.2., 2.1., 2.3., 4.1., 4.2., 5.1., 5.2., 5.3.
3. Instructional costs per academic/PTE	Instructional costs per	2.3., 3.1.,

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College of Southern Idaho 2008 – 2012		
DRAFT Performance Measures	DRAFT Benchmarks/ Performance Targets	CSI Goals
credit hour and academic/PTE student FTE	academic/PTE credit hour and academic/PTE student FTE will compare favorably with peer group.	3.2., 4.2.
4. Student/faculty ratio	Maintain the average student/faculty ratio at levels - full-time equivalent students to full-time equivalent instructional faculty – comparable to those of our peer institutions.	1.1., 1.2., 2.1., 2.2., 2.3., 3.1., 3.2., 4.1., 4.2., 5.1., 5.2., 5.3.
5. Student/staff ratio	Maintain the average student/staff ratio at levels – full-time equivalent students to full-time equivalent staff – comparable to that of our peer institutions.	1.1., 1.2., 2.1., 2.2., 2.3., 3.1., 3.2., 4.1., 4.2., 5.1., 5.2., 5.3.
6. Financial aid/scholarships disbursed	The percentage of eligible students receiving financial aid/scholarships will increase. Scholarship dollars per student FTE (academic/PTE) will increase. The default rate will be maintained under 10%.	1.1., 2.3., 3.2., 5.2., 5.3.
7. Retention rates	Retention rates will increase.	1.2., 2.1., 2.3.
8. Success in subsequent related coursework - the proportion of students identified as lacking basic skills in reading, writing, and math who earned a grade of C or better in non-developmental college courses after having completed developmental work	Success rates in subsequent related coursework will be maintained at or above current levels.	1.2., 2.1., 2.3.
9. Student engagement and satisfaction rates		
<ul style="list-style-type: none"> Active and collaborative learning 	CCSSE survey results will demonstrate active and collaborative learning ratings at or above the national comparison group.	1.2., 2.1.
<ul style="list-style-type: none"> Student effort 	CCSSE survey results will demonstrate student effort ratings at or above the national comparison group.	2.1.

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College of Southern Idaho 2008 – 2012		
DRAFT Performance Measures	DRAFT Benchmarks/ Performance Targets	CSI Goals
<ul style="list-style-type: none"> Academic challenge 	CCSSE survey results will demonstrate academic challenge ratings at or above the national comparison group.	1.2., 2.1.
<ul style="list-style-type: none"> Student-faculty interaction 	CCSSE survey results will demonstrate student-faculty interaction ratings at or above the national comparison group.	1.2., 2.1.
<ul style="list-style-type: none"> Support for learners 	CCSSE survey results will demonstrate support for learners ratings at or above the national comparison group.	1.2., 2.1.
10. Course and program learning outcomes	Every course and program will develop and implement appropriate outcomes assessment strategies.	2.1.
11. Student and faculty participation in international travel opportunities	The number of students who participate in international travel will increase.	2.1., 4.1.
12. Participation in study abroad opportunities	Develop a study abroad program. Increase number of students who participate in the program – two new students per year.	2.1., 4.1.
13. Responsiveness to community and workforce needs.	Number and types of courses and programs started in response to community and workforce need.	1.1., 1.2., 2.1., 2.3.
14. Number of courses that incorporate global issues into the curriculum	Increase the number of courses that incorporate global issues into the curriculum.	2.1., 4.1.
15. Number of courses that incorporate sustainability issues into the curriculum	Increase the number of courses that incorporate sustainability issues into the curriculum.	2.1., 4.2.
16. Summary of sustainability practices implemented	Develop and publish report on sustainability practices implemented.	3.2., 4.2.
17. Number of presentations, events, and activities that incorporate global issues	Every fall and spring semester CSI will have at least five presentations, events, or activities that incorporate global issues.	2.1., 4.1.
18. Number of presentations, events, and activities that incorporate sustainability issues	Every fall and spring semester CSI will have at least five presentations, events, or activities	2.1., 4.2.

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College of Southern Idaho 2008 – 2012		
DRAFT Performance Measures	DRAFT Benchmarks/ Performance Targets	CSI Goals
	that incorporate sustainability issues.	
19. Persistence - the proportion of students who enrolled for the first time at the beginning of one academic year and who (1) were still enrolled for at least one credit at the beginning of the next academic year and who (2) had not yet completed a degree or certificate	Maintain or increase persistence rates.	1.2., 2.1., 2.3.
20. Graduation rates	Graduation rates - the proportion of students who enrolled in and subsequently completed a degree or certificate program – will increase.	1.2., 2.1., 2.3.
21. Transfer rates	<ul style="list-style-type: none"> By the end of 2012 achieve a transfer rate of 30% of all first-time, full-time, degree-seeking students four years after initial fall enrollment. By the end of 2012 achieve a transfer rate of 45% within four years of all students indicating a desire to transfer at initial enrollment. 	1.2., 2.1., 2.3., 3.1.
22. Licensure and certification pass rates as compared to the national or state norms when available	Achieve licensure and certification rates above national rates for all programs with applicable exams.	2.1., 3.1.
23. Employment status of professional-technical graduates	At least 90% of PTE graduates will be employed in their field of study one year after graduation.	2.1., 3.1.
24. Employer satisfaction with graduates	Survey results will demonstrate an overall satisfaction with PTE graduates.	1.2., 2.1.
25. Faculty/staff satisfaction rates	Survey results will demonstrate high (above 75%) faculty and staff satisfaction rates.	2.2., 2.3.
26. Employee compensation competitiveness	CSI employee salaries will be at the mean or above for comparable positions in the Mountain States Community College survey.	2.2., 2.3.
27. Client satisfaction with programs and services	Course evaluations and graduation surveys will demonstrate high	1.1., 1.2., 2.1., 2.3.

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College of Southern Idaho 2008 – 2012		
DRAFT Performance Measures	DRAFT Benchmarks/ Performance Targets	CSI Goals
	levels (above 75%) of satisfaction with programs and services.	
28. Annual institutional effectiveness report	Continue to monitor institutional effectiveness through yearly review of benchmarks and other performance data and biannual institutional profile report.	3.1., 3.2.
29. Level of support for CSI		
<ul style="list-style-type: none"> Total yearly dollar amount generated through external grants 	Pursue and achieve funding and/or meritorious evaluation for at least 5 relevant grant opportunities per year. Grants Coordinator will submit \$2,750,000 yearly in external grant requests with a 30% success rate.	5.2.
<ul style="list-style-type: none"> State funding levels 	Maintain general fund dollars per student FTE at current levels.	5.2., 5.3.
<ul style="list-style-type: none"> Funds raised through the CSI Foundation 	<ul style="list-style-type: none"> By 2012 achieve a minimum of 80% employee participation in the Foundation's internal campaign. By 2012 award Foundation scholarships to at least a third of all eligible students. 	2.1., 2.3., 5.2. 1.1., 2.1., 2.3., 3.1., 5.2.

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, 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

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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.

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TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 19
STATE PLANNING AND COORDINATION

67-1901. PURPOSES. The purposes of sections 67-1901 through 67-1905, Idaho Code, are to generate state agency planning and performance information that can be used to:

- (1) Improve state agency accountability to state citizens and lawmakers;
- (2) Increase the ability of the legislature to assess and oversee agency performance;
- (3) Assist lawmakers with policy and budget decisions; and
- (4) Increase the ability of state agencies to improve agency management and service delivery and assess program effectiveness.

67-1902. DEFINITIONS. For purposes of sections 67-1901 through 67-1905, Idaho Code:

- (1) "Agency" means each department, board, commission, office and institution, educational or otherwise, except elective offices, in the executive department of state government. "Agency" does not include legislative and judicial branch entities.
- (2) "Benchmark" or "performance target" means the agency's expected, planned or intended result for a particular performance measure. This information may come from an accepted industry standard for performance or from an agency's careful study, research and/or analysis of the circumstances impacting performance capabilities.
- (3) "Core function" means a group of related activities serving a common end of meeting the main responsibilities of the agency.
- (4) "Goal" means a planning element that describes the broad condition, state or outcome an agency or program is trying to achieve.
- (5) "Major division" means an organizational group within the agency that focuses on meeting one (1) or more of the agency's primary statutory responsibilities.
- (6) "Objective" means a planning element that describes a specific condition, state or outcome that an agency or program is trying to achieve as a step toward fulfilling its goals.
- (7) "Performance measure" means a quantifiable indicator of an agency's progress toward achieving its goals.

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

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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.

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SUBJECT

Agency, Institution, Special/Health Program Performance Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section 67-1901 through 1905, Idaho Code

BACKGROUND

Idaho Code Sections 67-1901 through 1905 prescribe how State agencies are to “generate state agency planning and performance information that can be used to:”

1. Improve state agency accountability to state citizens and lawmakers
2. Increase the ability of the legislature to assess and oversee agency performance
3. Assist lawmakers with policy and budget decisions
4. Increase the ability of state agencies to improve agency management, service delivery and assess program effectiveness

State agencies, including institutions and special/health programs (36 Board governed organizations in all) are required to generate and annually update **strategic plans** and to annually submit a **performance report**. The performance report is in two parts.

Part one includes basic “profile” information including:

1. Agency statutory authority.
2. Fiscal year revenue/expenditure.
3. Data about the “number and types of cases managed and/or key services provided to meet agency goals.”

Part two of the performance report “shall contain:”

1. Not more than 10 key quantifiable performance measures which clearly capture the agency’s progress in meeting the goals.
2. Results from each measure for the four prior fiscal years.
3. Benchmarks or performance targets for each measure.
4. Explanations where needed.
5. Attestation from the agency director.

Performance reports are to be approved by the Board and submitted to DFM by September 1st. Idaho law also provides that the agency is to present the information from its performance report orally to Senate and House germane committees.

DISCUSSION

Board governed agencies, institutions, and special/health programs have generally complied with the performance reporting requirement. Unfortunately, there has been significant variation in format and data provided and therefore the

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usefulness of some performance reports. The OSBE staff, in part due to comments from Board members on the recent self-evaluation, has embarked on an initiative to standardize and improve performance reporting.

IMPACT

To better meet annual performance reporting requirements, the Board staff has compiled a suggested list of *cases managed/key services provided* and *performance measures* for each Board governed agency, institution and special/health program. The OSBE staff sought agency/institution input on these data elements. The end result should be more useful agency, institution, and special/health program performance reports for both the Board and the Legislature.

ATTACHMENTS

Attachment 1 – List of Institutions, Agencies, Special/Health Programs under the Board	Page 3
Attachment 2 – Proposed Cases Served/Performance Measures	Page 8

STAFF COMMENTS AND RECOMMENDATIONS

Board members are requested to review the attached suggested list of “cases served” and “performance measures” and, if desired, provide OSBE Staff guidance on refinement of the list. Board staff will set guidelines for institutions, agencies, special/health programs to submit performance measure reports. Performance measure reports for each institution, agency, and special/health program will be submitted to the board for approval at the August Board meeting.

BOARD ACTION

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

**Institutions/Agencies under the purview of
the Idaho State Board of Education**

*** Boise State University (BSU)**

- BSU is a public university making the transition to a metropolitan research university.
- Total Expenditures FY07: \$117,192,516
- Key Contact: Dr. Bob Kustra, President

*** *Small Business Development Centers (SBDC)***

- Provides business consulting and training to Idaho's small businesses and entrepreneurs.
- Total Expenditures FY07: \$284,800
- Key Contact: Jim Hogge, Director

*** *Tech Help***

- Is a partnership of Idaho's three universities with a primary mission to provide technical assistance, training, and information to strengthen the competitiveness of Idaho manufacturers, processors, and inventors.
- Total Expenditures FY07: \$219,744
- Key Contact: Michael Wojcicki, Executive Director

*** *Idaho Council on Economic Education***

- Provides materials, workshops, and training in economic and financial literacy education to k-12 teachers and students.
- Total Expenditures FY07: \$54,800
- Key Contact: Leon Maynard, President

*** Idaho State University (ISU)**

- ISU is a publicly supported, research-intensive, doctoral institution of higher education.
- Total Expenditures FY07: \$100,855,000
- Key Contact: Dr. Art Vailas, President

*** *ISU Family Medicine Residency***

- Conducts graduate medical training for physicians pursuing a residency in Family Medicine.
- Total Expenditures FY07: \$1,543,600
- Key Contact: Dr. Jonathan Cree, Director

*** *Idaho Dental Education Program (IDEP)***

- Assists Idaho residents in obtaining a dental education, in cooperation with the Creighton University School of Dentistry in Omaha, Nebraska.
- Total Expenditures FY07: \$1,143,600
- Key Contact: Dr. Jeff Ybarguen, Program Director

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** Museum of Natural History*

- Charged with preserving and interpreting cultural and natural history for the citizens of Idaho.
- Total Expenditures FY07: \$595,500
- Key Contact: Linda T. Deck

***Lewis Clark State College (LCS)**

- LCSC is a public 4-year higher education institution.
- Total Expenditures FY07: \$44,218,700
- Key Contact: Dr. Dene Thomas, President

***University of Idaho (UI)**

- UI is a high research activity, land-grant institution committed to undergraduate and graduate research education.
- Total Expenditures FY07: \$133,866,500
- Key Contact:

** WOI Veterinary Medicine*

- Idaho and Washington cooperative program to provide training for the Doctor of Veterinary Medicine.
- Total Expenditures FY07: \$1,774,100
- Key Contact: Carl Hunt, Department Head

** WWAMI Medical Education*

- Cooperative program between University of Washington Medical School and UI to provide Idaho students opportunity to train for a Medical Degree.
- Total Expenditures FY07: \$3,506,466
- Key Contact: Dr. Andrew Turner

** Agricultural Research and Extension*

- Conducts educational outreach programs to improve the quality of life of Idaho citizens through educating, by helping them apply the latest scientific technology to their communities, businesses, lives, and families.
- Total Expenditures FY07: \$31,634,884
- Key Contact: Cherryl Sodorff, Director

** Forest Utilization Research*

- Researches forestry, forest nursery, and related areas.
- Total Expenditures FY07: \$603,400
- Key Contact: Steven Daley-Laursen, Dean

** Idaho Geological Survey*

- Lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho.
- Total Expenditures FY07: \$824,400
- Key Contact: Roy Breckenridge, Director

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*** College of Southern Idaho (CSI)**

- CSI is a comprehensive community college with a mission to provide educational, social, and cultural opportunities to the diverse population of South Central Idaho.
- Total Expenditures FY07: \$25,684,200
- Key Contact: Jerry Beck, President

*** North Idaho College (NIC)**

- NIC is a comprehensive community college that provides a wide array of academic, professional technical, and workforce training programs.
- Total Expenditures FY07: \$28,500,500
- Key Contact: Dr. Pricilla Bell, President

*** College of Western Idaho (CWI)**

- CWI is a newly established comprehensive community college that will provide education and training programs to the population of Southern Idaho.
- Total Expenditures FY07: *not available*
- Key Contact: Dennis Griffin, President

*** Eastern Idaho Technical College (EITC)**

- EITC provides high quality educational programs that focus on the needs of the community.
- Total Expenditures FY07: \$9,949,980
- Key Contact:

*** Office of the State Board of Education (OSBE)**

- OSBE provides staff support to the Board of Education to facilitate Board governance and oversight of all Board governed agencies, institutions, health and special programs.
- Total Expenditures FY07: 10,877,300
- Key Contact: Dr. Mike Rush, Executive Director

*** *Scholarships and Grants***

- Administers a variety of scholarships, grant, and work-study opportunities prescribed in state statute.
- Total Expenditures FY07: \$7,391,800
- Key Contact: Dana Kelly

*** *Western Interstate Commission for Higher Education (WICHE)***

- Helps Idaho residents enroll in out of state professional programs. Currently, Idaho participates in the field of Optometry.
- Total Expenditures FY07: \$220,000
- Key Contact: Dana Kelly

- * *University of Utah (medical education)*
 - Provides Idaho students with opportunity to receive four years of medical training through the University of Utah School of Medicine.
 - Total Expenditures FY07: \$1,006,700
 - Key Contact: DeVon Hale

- * *University of Washington – Boise Family Medicine Residency*
 - Provides graduate medical education in Family Medicine and is affiliated with the University of Washington WWAMI Residency Network.
 - Total Expenditures FY07: \$1,543,600
 - Key Contact: Dr. Ted Epperly

- * *Advanced Clinician Psychiatry Residency Track*
 - The psychiatry residency program offered through the University of Washington cooperation with the Boise Veterans Affairs Medical Center, St. Alphonsus Regional Medical Center, and St. Luke's Health System.
 - Total Expenditures FY07: *not available*
 - Key Contact: Leslie Miracle

- * **Division of Professional Technical Education (IDPTE)**
 - IDPTE is the state's primary educational delivery system for preparing Idaho's workforce. Programs are integrated into a larger educational structure through public school districts, colleges, and universities.
 - Total Expenditures FY07: \$59,215,700
 - Key Contact: Ann Stevens,

- * **Idaho Commission for Libraries (ICL)**
 - ICL provides library education and consultant services, coordinates statewide library programs, and administers grant programs for library development.
 - Total Expenditures FY07: \$4,378,000
 - Key Contact: Ann Joslin, State Librarian

- * **Idaho Public Television (IPTV)**
 - IPTV establishes a statewide television delivery system to provide quality educational, informational, and cultural television and related sources.
 - Total Expenditures FY07: \$3,191,200
 - Key Contact: Peter Morrill, General Manager

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*** Idaho School for the Deaf and the Blind (ISDB)**

- ISDB provides quality education to children from birth to 21 years of age who are hearing impaired or visually impaired to the extent that they cannot receive proper education in the public school system.
- Total Expenditures FY07: \$8,254,600
- Key Contact: Mary Dunne, Director

*** Idaho State Historical Society (ISHS)**

- ISHS preserves and promotes Idaho's cultural heritage.
- Total Expenditures FY07: \$4,228,800
- Key Contact: Janet Gallimore, Director

*** Idaho Division of Vocational Rehabilitation (IDVR)**

- IDVR provides management of state/federal vocational rehabilitation programs, the state Renal Disease Program and extended employment services, while also serving as a flow-through agency for funding the state Epilepsy Program.
- Total Expenditures FY07: \$23,941,000
- Key Contact: Dr. Michael Graham, Administrator

*** State Department of Education (SDE) - *Exempt***

** Idaho Public Schools*

- The State Department of Education partners with independent school districts to ensure all students receive an education that prepares students for successful postsecondary education, employment, and life.
- Total Expenditures FY07: \$
- Key Contact: Luci Willits, Chief of Staff

**Proposed Cases Served & Performance Measures for
Agencies, Institutions, Health, & Special Programs**

Boise State University (BSU)

- *Cases Served*
 - Enrollment Headcount
(Professional/Graduate/Undergraduate/Professional Technical)
 - Enrollment FTE (Professional/Graduate/Undergraduate/Professional Technical)
 - Student Faculty ratio per FTE
 - Credit Hours Taught
 - ◆ Main Campus (Professional/Graduate/Undergraduate/Professional Technical)
 - ◆ Remote to Main Campus (Professional/ Graduate/Undergraduate/ Professional Technical)
 - Number of transfer students from accredited Idaho institutions
 - Dual Credit Enrollment
 - ◆ Taught by a High School Teacher: Annual Unduplicated Headcount and Total Annual Credit Hours
 - ◆ Taught by a College Professor; Annual Unduplicated Headcount and Total Annual Credit Hours
- *Performance Measures*
 - Institutional faculty total compensation as a percent of peer organizations
 - Instructional Dollars per Student FTE (Academic/Professional Technical)
 - Scholarship Dollars per Student FTE (Academic/Professional Technical)
 - Average need-based loans for full-time, resident, undergraduate or professional technical students, as a percent of full-time resident, undergraduate or professional technical total cost of attendance for FAFSA eligibility
 - Full-time Freshman (degree seeking) Retention Rate
 - Number of full-time, first time students from the cohort of new first year students who complete their program within 1 ½ times the normal program length
 - Externally Funded Grant and Contract Dollars per Faculty FTE
 - Degrees/Certificates Awarded
(Professional/Graduate/Undergraduate/Professional Technical)

Idaho State University (ISU)

- *Cases Served*
 - Enrollment Headcount
(Professional/Graduate/Undergraduate/Professional Technical)
 - Enrollment FTE (Professional/Graduate/Undergraduate/Professional Technical)
 - Student Faculty ratio per FTE
 - Credit Hours Taught

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- ◆ Main Campus (Professional/Graduate/Undergraduate/Professional Technical)
- ◆ Remote to Main Campus (Professional/Graduate/Undergraduate/Professional Technical)
- Number of transfer students from accredited Idaho institutions
- Dual Credit Hours
 - ◆ Taught by a High School Teacher: Annual Unduplicated Headcount and Total Annual Credit Hours
 - ◆ Taught by a College Professor; Annual Unduplicated Headcount and Total Annual Credit Hours
- *Performance Measures*
 - Institutional faculty total compensation as a percent of peer organizations
 - Instructional Dollars per Student FTE (Academic/Professional Technical)
 - Scholarship Dollars per Student FTE (Academic/Professional Technical)
 - Average need-based loans for full-time, resident, undergraduate or professional technical students, as a percent of full-time resident, undergraduate or professional technical total cost of attendance for FAFSA eligibility
 - Full-time Freshman (degree seeking) Retention Rate
 - Number of full-time, first time students from the cohort of new first year students who complete their program within 1 ½ times the normal program length
 - Externally Funded Grant and Contract Dollars per Faculty FTE
 - Degrees/Certificates Awarded (Professional/Graduate/Undergraduate/Professional Technical)

Lewis-Clark State College (LCSC)

- *Cases Served*
 - Enrollment Headcount (Professional/Undergraduate/Professional Technical)
 - Enrollment FTE (Professional/Undergraduate/Professional Technical)
 - Student Faculty ratio per FTE
 - Credit Hours Taught
 - ◆ Main Campus (Professional/Undergraduate/Professional Technical)
 - ◆ Remote to Main Campus (Professional/Undergraduate/Professional Technical)
 - Number of transfer students from accredited Idaho institutions
 - Dual Credit Hours
 - ◆ Taught by a High School Teacher: Annual Unduplicated Headcount and Total Annual Credit Hours
 - ◆ Taught by a College Professor; Annual Unduplicated Headcount and Total Annual Credit Hours
- *Performance Measures*
 - Institutional faculty total compensation as a percent of peer organizations
 - Instructional Dollars per Student FTE (Academic/Professional Technical)
 - Scholarship Dollars per Student FTE (Academic/Professional Technical)

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- Average need-based loans for full-time, resident, undergraduate or professional technical students, as a percent of full-time resident, undergraduate or professional technical total cost of attendance for FAFSA eligibility
- Full-time Freshman (degree seeking) Retention Rate
- Number of full-time, first time students from the cohort of new first year students who complete their program within 1 ½ times the normal program length
- Externally Funded Grant and Contract Dollars per Faculty FTE
- Degrees/Certificates Awarded (Professional/Undergraduate/Professional Technical)

University of Idaho (UI)

- *Cases Served*
 - Enrollment Headcount (Professional/Graduate/Undergraduate)
 - Enrollment FTE (Professional/Graduate/Undergraduate)
 - Student Faculty ratio per FTE
 - Credit Hours Taught
 - ◆ Main Campus (Professional/Graduate/Undergraduate)
 - ◆ Remote to Main Campus (Professional/Graduate/Undergraduate)
 - Number of transfer students from accredited Idaho institutions
 - Dual Credit Hours
 - ◆ Taught by a High School Teacher: Annual Unduplicated Headcount and Total Annual Credit Hours
 - ◆ Taught by a College Professor; Annual Unduplicated Headcount and Total Annual Credit Hours
- *Performance Measures*
 - Institutional faculty total compensation as a percent of peer organizations
 - Instructional Dollars per Student FTE
 - Scholarship Dollars per Student FTE
 - Average need-based loans for full-time, resident, undergraduate or professional technical students, as a percent of full-time resident, undergraduate or professional technical total cost of attendance for FAFSA eligibility
 - Full-time Freshman (degree seeking) Retention Rate
 - Number of full-time, first time students from the cohort of new first year students who complete their program within 1 ½ times the normal program length
 - Externally Funded Grant and Contract Dollars per Faculty FTE
 - Degrees Awarded (Professional/Graduate/Undergraduate)

North Idaho College (NIC)/College of Southern Idaho(CSI)/College of Western Idaho (CWI)

- *Cases Served*
 - Enrollment Headcount (Undergraduate/Professional Technical)
 - Enrollment FTE (Undergraduate/Professional Technical)

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- Student Faculty ratio per FTE
- Credit Hours Taught
 - ◆ Main Campus (Undergraduate/Professional Technical)
 - ◆ Remote to Main Campus (Undergraduate/Professional Technical)
- Dual Credit Hours
 - ◆ Taught by a High School Teacher: Annual Unduplicated Headcount and Total Annual Credit Hours
 - ◆ Taught by a College Professor; Annual Unduplicated Headcount and Total Annual Credit Hours
- Workforce Training (non-credit/specialized training contact hours)
- Courses or programs started in response to community and workforce needs
- *Performance Measures*
 - Institutional faculty total compensation as a percent of peer organizations
 - Instructional Dollars per Student FTE (Academic/Professional Technical)
 - Scholarship Dollars per Student FTE (Academic/Professional Technical)
 - Retention of new first-time, full-time degree seeking student to the second year or to program completion, if the vocational-technical program is less than one year
 - Degrees/Certificates Awarded (Undergraduate/Professional Technical)
 - Percentage of total high school graduates in the service area enrolling at institution

Eastern Idaho Technical College (EITC)

- *Cases Served*
 - Enrollment Headcount (Professional Technical)
 - Enrollment FTE (Professional Technical)
 - Student Faculty ratio per FTE
 - Credit Hours Taught
 - ◆ Main Campus (Professional Technical)
 - ◆ Remote to Main Campus (Professional Technical)
 - Dual Credit Hours
 - ◆ Taught by a High School Teacher: Annual Unduplicated Headcount and Total Annual Credit Hours
 - ◆ Taught by a College Professor; Annual Unduplicated Headcount and Total Annual Credit Hours
 - Workforce Training (non-credit/specialized training contact hours)
- *Performance Measures*
 - Institutional faculty total compensation as a percent of peer organizations
 - Instructional Dollars per Student FTE (Professional Technical)
 - Scholarship Dollars per Student FTE (Professional Technical)
 - Full-time Freshman (degree/certificate seeking) Retention Rate
 - Degrees/Certificates Awarded (Professional Technical)

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Office of the State Board of Education (OSBE)

- *Cases Served*
 - Number of Agencies/Institutions/Special Programs Approximate FTE Overseen/Governed by the Board with Board Staff Support
 - Total Dollar Value of Appropriated State/Federal Funds Regulated by the Board with Board Staff Support
 - Number of Student Learners in K-12/Postsecondary Programs Approved and Administered by the Board with Board Staff Support
 - Number of K-12 Student Assessments Administered/Supervised by Board Staff
 - Number/Total Dollar Value of Scholarships Administered by Board Staff
- *Performance Measures*
 - Board Staff FTE as a Percentage of Total Board Governed Agency/Institution FTEs
 - Number of New/Modified/Eliminated Academic Programs Reviewed and/or Evaluated and Processed for Board Approval
 - Board Staff Personnel Cost/Operating Expenditures as a Percentage of Personnel Cost/Operating Expenditures of all Board Governed Agencies/Institutions
 - Number of Users/Downloads from Board Website
 - Administrative Cost of Scholarship Programs/Percentage of Total Scholarship Dollars

Idaho Division of Professional-Technical Education (IDPTE)

- *Cases Served*
 - Number of Students in Leadership Development Organizations (Secondary and Postsecondary) Served
 - Number of Students Enrolled in High School PTE Programs
 - Number of Students Enrolled in Postsecondary PTE Programs
 - Number of Adults Enrolled in Upgrade and Customized Training
 - Number of Adults Served in the Unprepared Program
- *Performance Measures*
 - Agency personnel (key personnel) total compensation as a percent of peer organizations
 - Number/Percentage of minority students enrolled in secondary/postsecondary programs
 - Number/Percentage of Secondary Tech Prep Students Enter Postsecondary PTE Programs
 - Number/Percentage of Students Completing Secondary PTE Programs Who Achieve a Positive Placement or Transition in Postsecondary Education or Advanced Training, Military Service or Employment
 - Number/Percentage of Students Completing Postsecondary PTE Programs Who Achieve a Positive Placement or Transition in Postsecondary Education or Advanced Training, Military Service or Employment

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- Number/Percentage of Teachers Completing a Professional Development Activity During the Year

Idaho Commission for Libraries (ICL)

- *Cases Served*
 - LiLI Databases Sessions/Logins
 - LiLI Databases Full Text Vies
 - Statewide Attendance At Public Libraries
 - Number of Talking Book Service Patrons
 - Continuing Library Education/Events Sponsored/Participants
- *Performance Measures*
 - Agency personnel (key personnel) total compensation as a percent of peer organizations
 - Number/Dollar Value of Library Grants Administered
 - Percentage of Idaho Citizens Who Identify Libraries as Important
 - Percentage of LiLI Unlimited Participating Libraries
 - Number of Registrations at Summer Reading Programs
 - Value of LiLI Database Licenses Compared to Cost if Purchased Separately

Idaho Public Television (IPTV)

- *Cases Served*
 - Number/Percentage of Children Under 12 Years of Age Viewing IPTV
 - Channel Hours of Programming for Children as a Percentage of Total Program Hours
 - Number/Percentage of Children and Adults Age 12-49 Viewing IPTV
 - Number/Percentage of Adults 50 of More Years of Age Viewing IPTV
 - Closed Captioned Program Hours as a Percentage of Total Program Hours
 - Descriptive Video Service Hours as a Percentage of Total Program Hours
 - Channel Hours for Learners as a Percentage of Total Program Hours
 - Public Affairs Channel Hours as a Percentage of Total Program Hours
 - Number of viewers/downloads of Idahoptv.org
- *Performance Measures*
 - Agency personnel (key personnel) total compensation as a percent of peer organizations
 - Absolute Dollar Value of the IPTV Operating Budget Not Covered by Direct State Appropriations
 - Total IPTV Viewing Audience as a Percentage of Viewing Population
 - Number and Percentage of the State's Population Unable to Receive IPTV Free Over-The-Air Broadcasts On Their Televisions
 - Total Number of Viewers Per Week

Idaho School for the Deaf and Blind (ISDB)

- *Cases Served*
 - Resident Enrollment (visually impaired/hearing impaired/Multi-handicap)

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- Students Served by Each Regional Outreach Office (Visually Impaired/Hearing Impaired)
- Number of School Districts (As a Percent of Total) Receiving Services (Visually Impaired/Hearing Impaired)
- Average Number of Cases (Students Served) per Outreach Consultant (Visually Impaired/Hearing Impaired)
- *Performance Measures*
 - Agency personnel (key personnel) total compensation as a percent of peer organizations
 - Number of Resident Students and Percentage of Students Who Achieve High School Graduation with Their Primary Year Group (Visually Impaired/Hearing Impaired)
 - Number of Students and Percentage of Total (Visually Impaired/Hearing Impaired) Served by Regional Outreach Offices Who Achieve High School Graduation with Their Primary Year Group
 - Number of Students Served (Resident and Non-resident) As a Percent of Total (Visually Impaired/Hearing Impaired) Statewide qualifying School Population

Idaho State Historical Society (ISHS)

- *Cases Served*
 - Public Archives/Research Library Patrons Served
 - Number of (K-12) Students Receiving Educational Materials from the Historical Museum
 - Number of Daily User Sessions on Agency Internet Website
 - State Historic Preservation Office Review of Environmental Impact Clearances
 - General Tour Visitations to museum and ISHS Historic Sites Statewide
 - Number of Students Participating in Idaho History Day Contest
- *Performance Measures*
 - Agency personnel (key personnel) total compensation as a percent of peer organizations
 - Grant Dollars as a Percentage of Total Expenditures
 - Percentage of State Records Updated/Preserved/Available Electronically
 - Oral History Interview and Related Materials Created
 - Number of Paid Visitors to the Historical Museum and Old Penitentiary

State Department of Education (SDE)

- *Cases Served*
 - Number of School Districts Supported
 - Number of Public School District Students K-12
 - Number of K-12 Students Home Schooled
 - Number of K-12 Charter Schools
 - FTE Student Teacher Ratio
- *Performance Measures*

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- Agency personnel (key personnel) total compensation as a percent of peer organizations
- Number/Percentage of Students Completing High School
- Percentage of 8th Graders Scoring Proficient or Better on NAEP
- Number of Highly Qualified Teachers Teaching in Their Area of Specialty as a Percentage of The Total Teaching Population
- Percentage of K-12 Students Meeting or Exceeding ISAT
- Number of 3rd Graders Reading at or Above Grade Level
- Number of Schools Receiving Technical Assistance

Idaho Division of Vocational Rehabilitation (IDVR)

- *Cases Served*
 - Number of Individuals Served by Vocational Rehabilitation
 - Number of Individuals With Chronic Renal Failure Supported
 - Number of Individuals With Epilepsy/Seizure Disorders Served Through the Epilepsy Foundation of Idaho
- *Performance Measures*
 - Agency personnel (key personnel) total compensation as a percent of peer organizations
 - Number/Percentage of Individuals Exiting the VR Program Who Achieved an Employment Outcome
 - Average Hourly Earnings of Served Individuals Going to Work
 - Average Number of Individual Served per Rehabilitation Counselor
 - The Service Rate of All Individuals With Disabilities
 - The Service Rate of All Individuals With Disabilities From Minority Backgrounds as Compared to all Non-Minority Individuals with Disabilities
 - Number of Individuals With Disabilities from the Adult Corrections population exiting the VR Program Who Achieved an Employment Outcome

Boise State University (Special Programs)

*** Small Business Development Centers (SBDC)**

- *Cases Served*
 - Number of Small Business Receiving Consulting
 - Average Hours of Consulting Per Client
 - Number of Small Business Trained
 - Number of Individuals Trained
- *Performance Measures*
 - Average Employment Growth of SBDC Clients as a Percent of All Idaho Small Business Employment Growth
 - Average Sales Growth of SBDC Clients as a Percent of Sales Growth of All Idaho Small Business Sales Growth
 - Additional State Tax Revenue Generated as a Percent of Total SBDC Cost
 - Total SBDC Client Employment Growth/Jobs Saved

*** Tech Help**

- *Cases Served*
 - Number of Clients Requesting Services at Each Office Location/Percentage Receiving Tech Help Services
 - Average Cost per Impacted Client
- *Performance Measures*
 - Number of Jobs Created or Retained
 - Customer Satisfaction Score (Scale of 1-5)

*** Idaho Council on Economic Education (ICEE)**

- *Cases Served*
 - Teachers Receiving Training in Economic/Financial Education
 - Students Participating in Economic/Financial Programs by Center
- *Performance Measures*
 - Percentage of Eligible Students Participating in Economic/Financial Programs
 - Number and Dollar Value of External Grants Supporting the Programs
 - Number of Community Volunteers Supporting the Program

Idaho State University (Health & Special Programs)

*** ISU Family Medicine Residency**

- *Cases Served*
 - Number of Residents in Training
 - Average Total State Funded Dollar Cost per Resident as a Percent of Total Residency Training Costs
 - Number of Students (non Physician) Receiving Clinical Training/ Number of Health Profession Disciplines at FMR Facilities
 - Number of Indigent Patients Served in Pocatello and Boise
- *Performance Measures*
 - Number/Percentage of Physician Residents Graduating
 - Percentage of Graduates Successfully Completing Board Examination
 - Number/Percentage of Resident Training Graduates Practicing in Idaho
 - Number and Dollar Value of Residency Grants

*** Idaho Dental Education Program (IDEP)**

- *Cases Served*
 - Number of Program Applicants, Number/Percent Accepted
 - Number of Graduates (Since Program Inception)
- *Performance Measures*
 - Pass Rate On WREB or CRDTS Exam
 - Average Cost per Student
 - Number of Graduates Returning to Idaho
 - Number of Graduates (Since Program Inception)/Percentage Practicing in Idaho

*** Museum of Natural History**

- *Cases Served*
 - Number of General Public Visitors
 - Educational Programs for Public Audiences
 - K-12 Students on Class Tours
- *Performance Measures*
 - Professional Papers Presented
 - Grant Revenue Received
 - Exhibitions Developed/Presented at outreach locations from the Museum
 - Number of Collection Items Stored in the Museum (objects in IMNH collections)

University of Idaho (Health & Special Programs)

*** WOI Veterinary Medicine**

- *Cases Served*
 - Number of Idaho Residents Enrolled Each Year
 - Number of One Month Student Rotation Teaching Blocks Offered per Year at the Canine Veterinary Teaching Center (CVTC) in Caldwell
 - Accepted Clinical Hospital Referral Cases
 - Accepted Veterinary Diagnostic Cases
- *Performance Measures*
 - Number and Percentage of Senior Students Selecting Elective Rotations at the CVTC
 - Number/Percentage of Idaho Resident New Graduates Licensed to Practice Veterinary Medicine in Idaho
 - Number of Disease Investigations Conducted by CVTC Faculty
 - Number/Dollar Value of Grants/Contracts by WOI Faculty Members

*** WWAMI Medical Education**

- *Cases Served*
 - Number and Percentage of Graduates Practicing in Idaho
 - Total Number of Students Participating
 - Number of Idaho Students Applying for UW Medical School/Average GPA/Average MCAT Score
 - Number of Idaho Students Admitted to UW Medical School/Percentage Supported by WWAMI Funding
 - Average GPA and MCAT Score of Admitted Students
- *Performance Measures*
 - Number of Idaho WWAMI Applicants per Year/Ratio of Idaho Applicants per Seat
 - Pass Rate on U.S. Medical Licensing Examination
 - Number of WWAMI Rural Idaho Summer Medical Student Placements per Year
 - Percentage of Idaho WWAMI Graduates Choosing Primary Care Specialties for Residency Training

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- Number/Percentage of Idaho WWAMI Graduates Currently Practicing in Idaho

*** Agricultural Research and Extension**

- *Cases Served*
 - Number/Percent of Youth Participating in 4-H
 - Number of Technical Publication (Research Results) Generated/Revised
 - Number of Individuals/Families Benefiting from Outreach Programs
- *Performance Measures*
 - Number and Dollar Value of External Agricultural Research Grants
 - Number/Type of New Commercial Crop Varieties Developed

*** Forest Utilization Research**

- *Cases Served*
 - Workshops/Tours Conducted and Average Number of Attendees
 - Number of Invited Presentation and Average Number of Attendees
 - Number of Research/Teaching/Service Projects
 - Number of Private Landowners Assisted
 - Number of Seedling Industry Research Projects
- *Performance Measures*
 - Research Studies Completed/Published

*** Idaho Geological Survey**

- *Cases Served*
 - Square Miles of Geological Mapping
 - Number of Miners/Industry Supervisors Trained/Certified in Safety
 - Number of Mine Property Files Converted to Digital Form
 - Number of Statewide Educational Events/Programs for Public Audiences
 - Number of Website Viewers
- *Performance Measures*
 - Agency Research Faculty Total Compensation as a Percent of Peers
 - Externally Funded Grant and Contract Dollars
 - Number of Website Products Used
 - Number of Published Reports on Geology/Hydrology/Hazards/Mineral Resources
 - Cumulative Percent of Idaho's area covered by Modern Geologic Mapping

Office of the State Board of Education (Health & Special Programs)

*** Scholarships and Grants**

- *Cases Served (Number of Students and Average Expenditure Per Student)*
 - Idaho Promise A
 - Idaho Promise B
 - Work Study Program
 - Minority/ At Risk
 - Teacher/Nurse Loan Forgiveness
 - Peace Officer/Fire Fighter

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- Grow Your Own Teacher
- Leveraging Educational Assistance
- Special Leveraging Educational Assistance
- POW/MIA
- Byrd Honors
- *Performance Measures*
 - Percentage of Minority Students/Secondary Completers Continuing to Post Secondary Education
 - Percentage of all Secondary Completers Continuing to Post Secondary Education
 - Percentage of Eligible Applicants Served
 - Number of Highly Qualified Applicants Receiving Scholarships
 - Percentage of Scholarship Money Compared to Total Cost of College

*** Western Interstate Commission for Higher Education (WICHE)**

- *Cases Served*
 - Number of Students Enrolled by Professional Program
 - Number of Students Receiving Professional Degree/Certification
- *Performance Measures*
 - Average Support Expenditure Per Student
 - Number and Percentage of Students Receiving Professional Degree/Certification Providing Services in Idaho

*** University of Utah**

- *Cases Served*
 - Number of Students and Average Expenditure per Student
 - Number of Idaho Students Applying for UU Medical School/Average GPA/Average MCAT Score
 - Number of Idaho Students Admitted to UU Medical School/Percentage Supported by State Funding
 - Average GPA and MCAT Score of Admitted Students
- *Performance Measure*
 - Total Number of Medical Students and Residents Trained at Utah Practicing in Idaho
 - Number of Students Participating in the Summer Shadowing Program
 - Number of Idaho UU Medical School Applicants per Year/Ratio of Idaho Applicants per State Funded Seat
 - Pass Rate on U.S. Medical Licensing Examination

*** University of Washington Family Medicine Residency (Boise)**

- *Cases Served*
 - Number of Residents in Training
 - Number of Qualified Applicants/Percent Accepted
 - Number of Rural Idaho Rotations in Family Medicine
- *Performance Measures*
 - Rate of Successful Completion on Board of Medicine Examination

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- Number/Percentage of Graduates Practicing in Idaho
- Dollar Value/Percentage of Funding External to State Appropriations
- Number of Resident Graduates

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: M. Annual Planning and Reporting

August 2006

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.

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TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 19
STATE PLANNING AND COORDINATION

67-1901. PURPOSES. The purposes of sections 67-1901 through 67-1905, Idaho Code, are to generate state agency planning and performance information that can be used to:

- (1) Improve state agency accountability to state citizens and lawmakers;
- (2) Increase the ability of the legislature to assess and oversee agency performance;
- (3) Assist lawmakers with policy and budget decisions; and
- (4) Increase the ability of state agencies to improve agency management and service delivery and assess program effectiveness.

67-1902. DEFINITIONS. For purposes of sections 67-1901 through 67-1905, Idaho Code:

- (1) "Agency" means each department, board, commission, office and institution, educational or otherwise, except elective offices, in the executive department of state government. "Agency" does not include legislative and judicial branch entities.
- (2) "Benchmark" or "performance target" means the agency's expected, planned or intended result for a particular performance measure. This information may come from an accepted industry standard for performance or from an agency's careful study, research and/or analysis of the circumstances impacting performance capabilities.
- (3) "Core function" means a group of related activities serving a common end of meeting the main responsibilities of the agency.
- (4) "Goal" means a planning element that describes the broad condition, state or outcome an agency or program is trying to achieve.
- (5) "Major division" means an organizational group within the agency that focuses on meeting one (1) or more of the agency's primary statutory responsibilities.
- (6) "Objective" means a planning element that describes a specific condition, state or outcome that an agency or program is trying to achieve as a step toward fulfilling its goals.
- (7) "Performance measure" means a quantifiable indicator of an agency's progress toward achieving its goals.

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,

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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.

67-1904. PERFORMANCE MEASUREMENT. (1) Every fiscal year, as part of its budget request, each agency shall prepare an annual performance report. The report shall be comprised of two (2) parts:

(a) Part I shall contain basic profile information for the prior four (4)

fiscal years including statutory authority, fiscal year revenue and expenditure information and any informative breakdowns such as amounts from different revenue sources, types of expenditures, and data about the number and types of cases managed and/or key services provided to meet agency goals.

(b) Part II shall contain:

(i) Not more than ten (10) key quantifiable performance measures, which clearly capture the agency's progress in meeting the goals of its major divisions and core functions stated in the strategic plan required in section 67-1903, Idaho Code. The goal(s) and strategies to which each measure corresponds shall also be provided. More measures may be requested by the germane committee chairs through the process set forth in subsection (7) of this section.

(ii) Results for each measure for the prior four (4) fiscal years. In situations where past data is not available because a new measure is being used, the report shall indicate the situation.

(iii) Benchmarks or performance targets for each measure for, at a minimum, the next fiscal year, and for each year of the four (4) years of reported actual results.

(iv) Explanations, where needed, which provide context important for understanding the measures and the results, and any other qualitative information useful for understanding agency performance.

(v) Attestation from the agency director that the data reported has been internally assessed for accuracy, and, to the best of the director's knowledge, is deemed to be accurate.

(2) Each agency performance report shall be presented in a consistent format, determined by the division of financial management, which allows for easy review and understanding of the information reported.

(3) Each agency shall review the results of the performance measures compared to benchmarks or performance targets and shall use the information for internal management purposes.

(4) Each agency shall maintain reports and documentation that support the data reported through the performance measures. This information shall be

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maintained and kept readily available for each of the four (4) years covered in the most recent performance report.

(5) The performance report shall be submitted by the agency to the division of financial management and the budget and policy analysis office of the office of legislative services by September 1 of each year. In fiscal year 2006, agencies shall submit part I of the performance report required by subsection (1)(a) of this section no later than November 1, and are exempt from submitting part II of the performance report required by subsection (1)(b) of this section. In accordance with section 67-3507, Idaho Code, agency performance reports shall be published each year as part of the executive budget document.

(6) The office of budget and policy analysis of the office of legislative services may incorporate all or some of the information submitted under this section in its annual legislative budget book.

(7) Each agency shall orally present the information from the performance report to its corresponding senate and house of representatives germane committees each year unless a germane committee elects to have an agency present such information every other year. The presentations shall consist of a review of agency performance information and shall provide an opportunity for dialogue between the agency and the committees about the sufficiency and usefulness of the types of information reported. Following any discussion about the information reported, the germane committees, in accordance with the requirements of this section, may request any changes to be made to the types of information reported. In fiscal year 2006, each agency shall be required only to present part I of the performance report required in subsection (1)(a) of this section and, at a minimum, a progress report on the implementation of part II of the performance report as set forth in subsection (1)(b) of this section.

(8) If an agency and its corresponding germane committees determine that it is not feasible to develop a quantifiable measure for a particular goal or strategy, the germane committees may request an alternative form of measurement.

(9) The senate and the house of representatives germane committees should attempt to meet jointly to hear and discuss an agency's performance report and achieve consensus regarding the types of measures to be reported.

67-1905. TRAINING. Strategic planning and performance measurement training shall be held for both state agencies and lawmakers as follows:

(1) The division of financial management shall coordinate training for key agency personnel on the development, use and reporting of strategic planning and performance measurement information. The training shall be integrated into current agency training programs and shall be offered and required for agency staff at a frequency determined by the division of financial management.

(2) The office of performance evaluations and the office of budget and policy analysis of the office of legislative services shall coordinate training for legislators on the development and use of strategic planning and performance measurement information. The training shall be offered at least once every two (2) years to coincide with new legislative terms.

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SUBJECT

Legislation for the 2009 Legislative Session

BACKGROUND

As an agency of the Governor, the State Board of Education is required to submit electronically all proposed legislation to the Division of Financial Management (DFM) for the Governor's approval. The Board's approval of these Legislative Ideas is the first step in the process. If approved by the Board and the Governor, the actual legislative language will be brought back to the Board at their October Board meeting for final approval.

DISCUSSION

The following are descriptive summaries of the four (4) pieces of legislation being proposed:

Clarify Procedures the Board Takes After Approving Consolidation, Deconsolidation, and Boundary Change Requests

This legislation will provide for consistency in the procedures the State Board of Education must take after a proposal for district consolidation, deconsolidation, or boundary changes is approved by voters. Procedures presently outlined are varied, vague, and are not aligned to each other.

Highly Qualified Rehabilitation Student Loan Forgiveness Program

The Idaho Division of Vocation Rehabilitation (IDVR) purposes a student loan repayment program to assist with recruitment and retention efforts of highly qualified Rehabilitation Counselors. IDVR in recent years has encountered a number of barriers in recruiting and retaining qualified professional counselors. Current barriers include; a number of staff nearing retirement age, nationwide shortage of university trained professionals, lower wages compared to neighboring states and the private sector and the rural nature of our state.

Based on available funding, IDVR would assist those professional counselors that have Federal student loan debt by paying a portion of their student loan payments for the duration of their loan not to exceed 10 years. The program would consist of the agency paying a portion of the loan payments once the qualified employee has worked for the agency for five (5) years. IDVR will not be requesting additional funds for this program.

The College Cost Reduction and Access Act of 2007, a bill signed by President Bush, establishes a new public service loan forgiveness program. This program discharges any remaining debt (interest and principle) after an individual serves 10 years of full time employment in public service. The forgiveness occurs after 120 monthly payments have been made on or after October 1, 2007. Public service jobs include those that provide services for individuals with disabilities such as Rehabilitation Counseling professionals. The program we purpose would coincide with this program. By assisting with their monthly payments, staff would benefit

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
JUNE 19–20, 2008

from a lower more manageable payment and after 10 years of full time service with the Agency any remaining debt would be discharged in accordance with the Act.

Transfer or Convey Title, Rights and Interests in Certain Real and Personal Property

This legislation would codify the State Board of Education's authority to transfer or convey title, rights and interests in real and personal property held by the Board or any entity of public postsecondary education supported in whole or in part by state funds to other public entities without any consideration or payment, if the transfer or conveyance is in the best interest of the public and the governing bodies of the institutions involved have approved the transfer or conveyance.

Proprietary School Registration Surety Bonding

This legislation will revise the current criteria and process for school surety bonding and student tuition recovery funding. These changes are necessary to ensure against loss of tuition previously collected, so that appropriate student reimbursement can be made in the event of a school closure or default. The new language will be easier for students and school administrators to understand and for the state staff to manage and implement. No change to the current staffing level or appropriated funding will be required.

IMPACT

If the Board approves the Legislative Ideas as submitted, staff will continue to move the legislation through the legislative process and will bring the legislative language and amendments to the Board at their October meeting. Legislative Ideas not approved will not be submitted to DFM.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of all four (4) legislative Ideas as presented. Actual legislative language and amendments will be brought back to the Board by the October Board meeting for final approval.

BOARD ACTION

A motion to approve all four (4) legislative ideas as submitted, to direct staff to submit proposals through the Governor's legislative process.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**AUDIT COMMITTEE
JUNE 19-20, 2008**

TAB	DESCRIPTION	ACTION
1	AUDIT COMMITTEE UPDATE	Information item

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**AUDIT COMMITTEE
JUNE 19-20, 2008**

SUBJECT

Audit Committee meeting update for Board of Education

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND

The Audit Committee met May 21, 2008 to work on the audit committee charter, review the 2008 audit fees and review a request for non-audit procedures by Moss Adams. In addition, the Committee met with institution representatives to review the revised policy section V.E., effective July 1, 2008, review implementation plans for foundation operating agreements and set the timeline for bringing the operating agreements into compliance with the Board's policies.

DISCUSSION

The Committee is continuing to work on the charter and will work with Committee members to address specific issues of concern. The Committee will bring the charter to the Board for approval at the August meeting.

The Committee unanimously approved the 2008 audit fees including a 2.05% inflation factor and a 13% increase for a suite of new Statement on Auditing Standards (SAS) issued by the American Institute of Certified Public Accountants (AICPA). The new auditing standards include the following:

SAS 104	Expands definition of reasonable assurance
SAS 105	Expands audit work required to provide a reasonable basis for audit opinion
SAS 106	Clarifies the definition of sufficient appropriate audit evidence
SAS 107	Consideration of risk and materiality when performing an audit
SAS 108	Auditor requirements for and understanding with client and the use of subcontractors
SAS 109	Expands requirements for understanding the entity and its environment, internal controls and other issues that may indicate risks of material misstatements
SAS 110	Guidance on sufficiency of audit evidence and auditor response to results of audit testing
SAS 111	Updates the statistical sampling framework to incorporate SAS 99 and SAS 107

The scope increase resulting from these new standards will increase the fees associated with the audit of the financial statements and the Federal Single Audit report at each institution and the audit of Boise State University Radio.

**AUDIT COMMITTEE
JUNE 19-20, 2008**

Moss Adams brought before the Committee a request by the University of Idaho for Moss Adams to perform non-audit services. After due deliberation, the Committee declined the University's request.

The Committee agreed on a timeline to complete review of the operating agreements and for approval by the Board. The Committee determined to complete the review of each institution's primary foundation operating agreement at its next meeting in August. These agreements will then be used as templates for all other foundation agreements to be completed by the institutions. These agreements are to be brought before the Committee for approval in time for the Board to approve all operating agreements at the October Board meeting.

IMPACT

The 2008 base audit fees for each institution, which include the audit of the institution's financial statements, Federal Single Audit report, and Boise State Radio, are increasing by over \$110,000 (15%) primarily due to the increase in scope for additional Statements on Auditing Standards issued by the AICPA (13%) and contract inflation (2.05%).

The primary questions the institutions raised regarding the foundation operating agreements are the following:

1. Employee relationships
2. Transfer of funds from university to foundation
3. Protecting donor confidentiality

STAFF COMMENTS AND RECOMMENDATIONS

A conference call for June 3rd has been scheduled for the Committee to review and discuss the main operating agreements of Boise State University, Idaho State University and University of Idaho. Institution representatives need to be available and on call should the Committee need their input.

BOARD ACTION

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

**AUDIT COMMITTEE
JUNE 19-20, 2008**

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

**Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
H. Audits**

August, 2005

General Purpose and Governance

The Audit Committee (Committee) is appointed by the Board in fulfilling its fiscal oversight responsibilities. The Committee provides oversight to the organizations under its governance (defined in Idaho State Board of Education, Policies and Procedures, Section I. A.1.) for: financial statement integrity, financial practices, internal control systems, financial management, and standards of conduct.

The Committee serves as the Board's liaison with its external auditor and with the external and internal audit operations of the agencies, school and institutions. The Committee reviews agency, school and institution fiscal operations. The Committee chairperson reports periodically to the Board on the activities of the Committee, including any recommended changes or additions to the Board's policies and procedures.

1. Calendar

The Committee shall establish a calendar of all regularly scheduled meetings including meetings with the Board, the independent auditors, institutions, and others as appropriate. The Committee should take into consideration the requirements and due dates of other State agencies in establishing timelines.

2. Audit Committee

a. Membership

Each member of the Committee shall be in good standing, and shall be independent in order to serve on the Committee. The Committee minutes will indicate whenever a new member is appointed by the Board as well as an acknowledgement that independence has been verified for the new member. Affirmation of independence will be documented in the minutes annually or whenever a change in status by any Committee member occurs.

b. Financial Expert

At least one member of the Committee shall be designated as a financial expert and indicated in the Committee minutes. This designation shall be affirmed annually, unless there is a change in status.

c. Board Bylaws on Audit Committee

AUDIT COMMITTEE
JUNE 19-20, 2008

The Committee will review, reassess the adequacy of, and recommend any proposed changes to the Board annually, unless changes are needed during the course of the year, in light of new best practices and new legal requirements.

d. Meetings

The Committee shall meet at least four times per year and may be combined with regularly scheduled Board meetings or more frequently as circumstances may require. The Committee may require institution management or others to attend the meetings and provide pertinent information as necessary. All members are expected to attend each meeting in person, via telephone conference or videoconference. The agendas for meetings should be prepared and provided to members in advance, along with appropriate briefing materials. Minutes shall be prepared that document decisions made and action steps established and shall be maintained at the Board office.

3. Selection of Independent Auditors

Items 3, 4 and 5 apply to the institutions only (Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College).

- a. The Committee shall allow enough time to prepare and publish a Request for Proposal, review and evaluate proposals, obtain Board approval of the selected audit firm, and negotiate and authorize a contract.
- b. The Committee may establish a process for selecting an independent audit firm. The process used should include representatives from the Board, Committee, and institutions.
- c. The Committee shall make the selection of the audit firm.
- d. The selection of the new audit firm shall be presented to the Board and ratified at the next Board meeting following the Committee's selection.

4. Independent Auditors

a. Lead Audit Partner Rotation

It is the intent of the Board to adhere to the recommendation of the National Association of College and University Business Officers (NACUBO) to require rotation of the lead audit partner of the independent audit firm every five years, with a two-year timeout provision. The Committee shall establish when the five-year limit will be reached for the current lead audit partner. At least one year prior to that time, the Committee shall discuss transition plans for the new lead audit partner. The five-year limit will be reviewed annually with the independent auditors. These discussions shall be documented in the Committee meeting minutes.

AUDIT COMMITTEE
JUNE 19-20, 2008

b. Risk Assessment

Prior to the publication of the independent auditor's report, the Committee will review all material written communications between the independent auditors and institution management, including management letters and any schedule of unadjusted differences. The Committee shall conclude on the appropriateness of the proposed resolution of issues, and the action plan for any items requiring follow-up and monitoring. The Committee shall review these risks with institution management at each meeting or sooner, if necessary, to make sure it is up-to-date.

c. Audit Scope

1) Prior to Audit: Prior to the start of any audit work for the current fiscal year, the Committee will meet with the lead audit partner to review the audit scope. Questions related to audit scope may include significant changes from prior year, reliance on internal controls and any internal audit function, assistance from institutional staff, and changes in accounting principles or auditing standards. The Committee should also discuss how the audit scope will uncover any material defalcations or fraudulent financial reporting, questionable payments, or violations of laws or regulations. Areas of the audit deserving special attention by the Committee and issues of audit staffing should be reviewed.

2) Subsequent to Audit: Subsequent to the audit report, the Committee shall meet with the lead audit partner and the Chief Financial Officer of each institution, to review the scope of the previous year's audit, and the inter-relationship between any internal audit function and the external auditors with respect to the scope of the independent auditor's work. Prior to the start of interim work for the current year audit, the Committee shall review the plans for the audit of the current year.

d. Accounting Policies

Annually and/or in conjunction with the year-end audit, the Committee shall review with the lead audit partner all critical accounting policies and practices and all alternative treatments of financial information within generally accepted accounting principles that have been discussed with management of the institutions, the ramifications of each alternative, and the treatment preferred by each institution.

e. Financial Statement Review

At the completion of the independent audit, the Committee shall review with institution management and the independent auditors each institution's financial statements, Management's Discussion and Analysis (MDA), related footnotes, and the independent auditor's report. The Committee shall also review any significant changes required in the independent auditor's audit plan and any

AUDIT COMMITTEE
JUNE 19-20, 2008

serious difficulties or disputes with institution management encountered during the audit. The Committee shall document any discussions, resolution of disagreements, or action plans for any item requiring follow-up.

f. Single Audit Review

At the completion of the Single Audit Report (as required under the Single Audit Act of 1984, and the Single Audit Act Amendments of 1996), the Committee shall review with institution management and the independent auditors each institution's Single Audit Report. The Committee shall discuss whether the institution is in compliance with laws and regulations as outlined in the current Single Audit Act described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement. The Committee shall report to the Board that the review has taken place and any matters that need to be brought to the Board's attention. The Committee shall document any discussions, resolution of disagreements, or action plans for any item requiring follow-up.

5. Internal Audits

The Committee shall review with institution management any significant findings on internal audits from the preceding 12 months and planned for the upcoming six months along with the status of each planned audit and management's responses thereto. The Committee shall review any difficulties the institution's internal audit staff encountered in the course of their audits, including any restrictions on the scope of their work or access to required information. The Committee shall discuss any internal audit function's budget and staffing.

6. Other Audits

a. Legislative Audits

- 1) All state agencies under the Board's jurisdiction, excluding the State Department of Education, will receive financial statement audits and federal single audits in accordance with federal and state laws and regulations. The Committee must be informed immediately by an agency of any audit activity being conducted by the legislative auditor.
- 2) At the completion of the legislative audit, the Committee shall discuss with the legislative auditor the progress of the legislative audit, including a full report on preliminary and final audit findings and recommendations.

b. Employee Severance Audits

When key administrative personnel leave an agency, school or institution, the Committee may bring to the full Board a recommendation as to whether an audit should be conducted and the scope of the audit.

AUDIT COMMITTEE
JUNE 19-20, 2008

7. Confidential Complaints

- a. The Committee shall set up a process to investigate complaints received by the Board regarding accounting, internal accounting controls, or auditing matters that may be submitted by any party internal or external to any entity under its governance.
- b. The Committee shall review the procedures for the receipt, retention, and treatment of complaints, referenced in paragraph 8.a, received by the Board. The Committee shall review an original of each complaint received, no matter the media used to submit and discuss the status or resolution of each complaint. The Committee shall ensure that proper steps are taken to investigate complaints and resolve timely. The Committee shall review a cumulative list of complaints submitted to date to review for patterns or other observations.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

TAB	DESCRIPTION	ACTION
1	BOISE STATE UNIVERSITY Request for New Position Appointment - Distinguished Educator in Residence	Motion to approve
2	BOISE STATE UNIVERSITY Employment Contract - Distinguished Educator in Residence	Motion to approve
3	BOISE STATE UNIVERSITY Employment Contract - Head Men's Basketball Coach	Motion to approve
4	IDAHO STATE UNIVERSITY Employment Contract - Head Women's Volleyball Coach	Motion to approve
5	IDAHO STATE UNIVERSITY Employment Contract - Head Women's Basketball Coach	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOISE STATE UNIVERSITY

SUBJECT

Distinguished Educator in Residence position

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II. B.3.c and II.F.b.(4)

DISCUSSION

The Distinguished Educator in Residence position is needed to provide vision and leadership to state educators in the areas of science, technology, engineering and math. Boise State University intends to appoint Barbara Morgan as the Distinguished Educator in Residence in accordance with the terms and conditions in the proposed employment contract submitted separately.

IMPACT

Salary range is \$150,000 annually.

STAFF COMMENTS AND RECOMMENDATIONS

This agenda item sets up the position of Distinguished Educator in Residence at Boise State University. The next agenda approves the selection of Barbara Morgan for this position with a four year agreement. The funding for this position will come from local revenues. The university will use Fiesta Bowl proceeds to fund the first year of the four year contract and is fundraising for the final three years, sufficient Fiesta Bowl revenues are set aside should those funds not be raised.

A multi year agreement is desired to secure her commitment to provide educational resources to Boise State University and to provide community outreach and K-12 education to the Treasure Valley and the State of Idaho.

BOARD ACTION

A motion to approve the Distinguished Educator in Residence position.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Position Title	Distinguished Educator in Residence
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 months (4 years pending Board approval)
Effective Date	August 18, 2008
Salary Range	\$150,000
Funding Source	Local Reallocation
Area/Department of Assignment	College of Engineering
Duties and Responsibilities	This position will provide leadership and vision for Boise State and state of Idaho on science, technology, engineering, and math (STEM) education, including development, advocacy, community outreach, and university enrichment.
Justification of position	The importance of STEM education to the future of our state, nation and economy is evident. This position will provide leadership and focus on these disciplines at Boise State and beyond.

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 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.)

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: F. Policies Regarding Non-classified Employees

April 2002

F. Policies Regarding Non-classified Employees

1. Employment Terms

b. Employment Contracts

(4) No contract of employment with such an employee may exceed one (1) year without the prior express approval of the Board. Employment beyond the contract period may not be legally presumed. Renewal of an employment contract is subject solely to the discretion of the chief executive officer of the institution or school, and, where applicable, of the Board.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOISE STATE UNIVERSITY

SUBJECT

Approval of a multi-year employment contract for astronaut Barbara Morgan as a Distinguished Educator in Residence.

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section II.F.1.b.4.

DISCUSSION

Boise State University has the opportunity to hire a Distinguished Educator in Residence. Barbara Morgan, current Educator Astronaut with NASA and former Idaho teacher, is uniquely qualified to serve in this capacity and to provide leadership, vision and a strong voice of advocacy for science, technology, engineering and math education. A multi-year contract is necessary to convey our strong interest and commitment to her service in this capacity.

IMPACT

Exhibit "A" to the proposed contract, on pages 7, 8 and 9 notes the duties that Barbara will perform for the University. As noted, Barbara will work with the Colleges of Engineering and Education, both areas of expertise for her. The vision of her work is to provide vision and leadership to the State of Idaho on science, technology, engineering, and math (STEM) education. She will provide a strong voice to advocate for the importance of STEM education to benefit our children, our economy, and our nation. As a respected teacher, mission specialist and astronaut, Barbara is uniquely qualified to provide this voice and this leadership

She will work developing gift and grants, policy leadership and advocacy, community outreach, University enrichment and other areas that promote the University and education in Idaho.

ATTACHMENTS

Attachment 1 – Proposed Contract

Page 3

STAFF AND COMMENTS AND RECOMMENDATIONS

The funding for this position will come from local revenues. The university will use Fiesta Bowl proceeds to fund the first year of the four year contract and is fundraising for the final three years, but sufficient Fiesta Bowl revenues are set aside should those funds not be raised.

A multi year agreement is desired to secure her commitment to provide educational resources to Boise State University and to provide community outreach and K-12 education to the Treasure Valley and the State of Idaho.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOARD ACTION

A motion to approve the request by Boise State University to enter into a four-year contract with Barbara Morgan as Distinguished Educator in Residence, in substantial conformance to the form submitted to the Board, and to authorize the President of Boise State University to execute the contract.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University) and Barbara Morgan (Employee).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Employee as a "Distinguished Educator in Residence." Employee represents and warrants that Employee is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Employee shall report and be responsible to the Dean of the College of Engineering, the Dean of the College of Education and the University President. Employee shall abide by the reasonable instructions of Deans. Employee shall also be under the general supervision of the University's President.

1.3. Duties. Employee shall perform such duties in the University as the President or Dean may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Employee to duties at the University other than as set forth herein, provided that Employee's compensation and benefits shall not be affected by any such reassignment. Specifically, but not by way of limitation, the Employee shall have the duties as outlined in attached Exhibit A.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years, commencing on _____ and terminating, without further notice to Employee, on _____ 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 Employee, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Employee a claim to tenure in employment, nor shall Employee's service pursuant to this agreement count in any way toward tenure at the University.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Employee's services and satisfactory performance of this Agreement, the University shall provide to Employee:

- a) An annual salary of \$150,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the President as consistent with the raises granted to other employees of the University annually;
- b) The opportunity to receive such employee benefits calculated on the above salary as the University provides generally to non-faculty exempt employees.

3.2 Supplemental Compensation.

3.2.1. Employee may receive outside supplemental compensation consistent with State Board of Education Policy and Boise State University Policy. Such pay is not from the University, will not be used to calculate University benefits and is the sole responsibility of the paying entity and not the University. Such supplemental compensation may be due in part to Employee's status and prior employment with the Federal Government. Such service and compensation is hereby approved by the University as not being in conflict with Employee's service to the University as long as all applicable State Board of Education and University policies are followed.

3.3 General Conditions of University Based Compensation. All compensation provided by the University to Employee is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Employee participates.

ARTICLE 4

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

4.1.1. Devote Employee's full time and best efforts to the performance of Employee's duties under this Agreement. Employee's outside service, as referenced in section 3.2.1 above shall not be deemed to be in conflict with this provision as long as all applicable State Board of Education and University policies are followed.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

4.2 Outside Activities. Except as allowed herein as consistent with 4.1.1 and Exhibit A, Employee shall not undertake any business, professional or personal activities, or pursuits that would prevent Employee from fulfilling Employee's performance duties under this Agreement, or that, in the opinion of the University, would reflect adversely upon the University. Employee may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the President.

ARTICLE 5

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

5.1.1 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Employee, 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.

5.2 Termination of Employee 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 Employee.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Employee, 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 Employee obtains reasonably comparable employment, whichever occurs first. In addition, Employee will be entitled to continue Employee's health insurance plan and group life insurance as if Employee remained a University employee until the term of this Agreement ends or until Employee obtains reasonably comparable employment, whichever occurs first. Employee shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

5.3 Termination due to Disability or Death of Employee.

5.3.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Employee 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 Employee, or dies.

5.3.2 If this Agreement is terminated because of Employee's death, Employee's salary and all other benefits shall terminate as of the last day worked, except that the Employee'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 Employee's estate or beneficiaries thereunder.

5.3.3 If this Agreement is terminated because the Employee 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 Employee, all salary and other benefits shall terminate, except that the Employee 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.

5.4 No Liability. The University shall not be liable to Employee 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 Employee, regardless of the circumstances.

5.5 Waiver of Rights. Because the Employee 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 Employee, or terminates this Agreement for good or adequate cause or for convenience, Employee 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 Policy or Faculty-Staff Handbook.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees and the President; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

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6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

UNIVERSITY

EMPLOYEE

Bob Kustra, President Date

Barbara Morgan Date

Approved by the Board on the ____ day of _____, 20__.

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Exhibit A to the Employment Agreement between
Barbara Morgan and Boise State University

**The Barbara Morgan Endeavor
For
Idaho Teachers and Students**

Title: Distinguished Educator in Residence

Plan: Joint appointment between colleges of Engineering and Education with primary appointment in the College of Engineering

Vision: Barbara Morgan will provide vision and leadership to the State of Idaho on science, technology, engineering, and math (STEM) education. We live in a time when our state needs a strong voice to advocate for the importance of STEM education to benefit our children, our economy, and our nation. As a respected teacher, mission specialist and astronaut, Barbara is uniquely qualified to provide this voice and this leadership.

Scope of position will include: (in priority order)

- **Development** (gifts and grants)
 - Represent Boise State University to foundations related to higher education STEM initiatives.
 - Assist with fundraising and grantsmanship for STEM programs and student scholarships for those interested in teacher certification.
 - Team with development directors in Engineering and Education as a spokesperson for STEM education to strategically build relationships with donors and prospects.
 - Provide vision and participate in proposal submission to corporate, government, foundation and other private sources to obtain funding for programs involving STEM major recruitment, retention and success.
- **Policy Leadership and Advocacy**
 - Serve as ambassador for scientific literacy to guide education policy in Idaho, specifically the development of a strategic plan for STEM education.
 - Represent the university in contributing toward developing a statewide initiative to train more STEM teachers for Idaho's schools.
 - Liaise with State Department of Education on matters influencing secondary education endorsements in STEM disciplines.
 - Accept speaking engagements to promote scientific education in Idaho.
 - Address concerns about science and the arts as competing interests by expressing curricular connections among reading, STEM, and the arts through creativity and innovation.

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- Serve on the National Science Board, or other similar organizations as appointed by appropriate officials as long as the position is consistent with the goals of the University.
- **Community Outreach**
 - Represent Boise State University at high visibility STEM outreach activities (e.g. Discover Engineering Day, Jason Project, science and engineering camps, e-Girls, etc).
 - Provide leadership on bringing NASA education programs to area school districts – NASA classroom teaching materials, explorer schools, etc.
 - Serve on the Boise State University team for K-12 STEM mentoring and recruitment.
 - Work with the College of Engineering and Idaho school districts to develop freshman engineering and computer science dual enrollment coursework in Idaho high schools.
- **University Enrichment**
 - Present guest lectures in departments across campus, primarily those focused on the sciences, education, and engineering.
 - As a team teacher, assist the College of Education in instruction of science methods.
 - Provide input to the Teacher Education Coordinating Council (TECC) regarding design and implementation of education policies related to STEM disciplines.
 - Assist with freshman level student success courses such as ENGR 110, 120 (introductory engineering courses) and other STEM freshman courses.
 - Assist with teaching Engineering for Educators course, which is integrated into ENGR 120.
 - Coordinate with Boise State University Center for Teaching and Learning to provide workshops for faculty involved in STEM secondary education.
 - Work with interns and student teachers in math and the sciences.
 - Mentor students and coordinate teacher certification for STEM professionals and students.
 - Supervise the coordinator for Boise State University MentorNet (national online mentoring network for women and ethnic minorities in STEM).
 - Explore the possibility of Boise State University students participating in the NASA pre-service project.
 - Explore how Boise State University can form appropriate research partnerships with NASA and other government agencies.
- **Aviation and Aerospace**
 - Pursue opportunities to develop aviation and/or aerospace cross-disciplinary programs, such as a minor or certificate program. (Dependent on SBOE approval and funding.)

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- Lead an interdisciplinary team of Boise State University students and faculty to create an interactive exhibit for the Discovery Center of Idaho.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: F. Policies Regarding Non-classified Employees

April 2002

Subsection: F. Policies Regarding Non-classified Employees

1. Employment Terms

b. Employment Contracts

(4) No contract of employment with such an employee may exceed one (1) year without the prior express approval of the Board. Employment beyond the contract period may not be legally presumed. Renewal of an employment contract is subject solely to the discretion of the chief executive officer of the institution or school, and, where applicable, of the Board.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOISE STATE UNIVERSITY

SUBJECT

New employment contract for head men's basketball coach

APPLICABLE STATUTE, RULE OR POLICY

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

DISCUSSION

Coach Graham is nearing the end of his existing contract. Following the recent season, the University and Coach Graham began negotiating a new contract.

IMPACT

The base contract is for three years. The base compensation is a 21% increase over the current compensation and moves the compensation to \$345,000.

The major change in this contract is that the coach may earn extensions to the term of the contract based upon the performance of the program during the initial three year term. Performance after the initial three year term does not earn any extensions.

There are three categories where extension years can be earned (see section 2.3 starting at the bottom of page 1 and continuing to the top of page 3). Certain performance measures will earn one, two or three year extensions to the contract. No more than one category can be earned in a single year, the highest applicable. The results over the three years are cumulative. An example is found in section 2.3.4.

The maximum length of the contract, assuming the team met the 2.3.1 criteria for all three years of the initial term, would be 12 years. However, if that were the case, that would mean that the men's basketball team would have made it to the NCAA Tournament for four straight years (the current year 2008 and all three of the years of the initial term).

ATTACHMENTS

Attachment 1 – Contract	Page 3
Attachment 2 – Contract – Redline to Model	Page 19
Attachment 3 – Model Contract Matrix Changes	Page 37

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STAFF AND COMMENTS AND RECOMMENDATIONS

The supplemental compensation based on Academic Achievement would be \$10,000 based on the 2006-2007 APR score for men's basketball of 70%-80% of national ranking.

The termination by coach for convenience has been increased from \$200,000 to \$250,000 for the first year and from \$100,000 to \$125,000 for the second year.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University to enter into a long term employment agreement as submitted with Greg Graham as head men's basketball coach.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University), and Don Gregory Graham (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in section 3.2 shall cease.

ARTICLE 2

2.1. Initial Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on April 1, 2008 and terminating on March 31, 2011 unless extended (in section 2.3 only) or sooner terminated in accordance with other provisions of this Agreement.

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

2.3. Extensions to Initial Term. During the Initial Term, this contract shall be extended by the addition of years to the contract if the conditions below are met. The

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additional years may only be earned during the Initial Term of three years, not during an extension year. The subsections below may yield extensions cumulative over three years but are not cumulative in any one year. Only the highest number of additional years (either 2.3.1, 2.3.2, or 2.3.3) may apply in any one season (year). None of the following includes pre-season games. If the conference (currently the Western Athletic Conference) changes or the number of conference games (currently 16 per regular season) changes during the contract, the below criteria will be adjusted accordingly.

2.3.1. The contract will be extended for three (3) years upon the occurrence of either of the following (not cumulative, no more that three years extension in any one season):

- Winning the regular season championship and an NCAA Tournament berth, or
- Wining 12 conference regular season games, winning 21 games overall and getting an NCAA Tournament berth.

2.3.2 The contract will be extended for two (2) years upon the occurrence of any of the following (not cumulative, no more that two years extension in any one season):

- Win 21 games and get and an NCAA Tournament berth, or
- Win the conference tournament and have 22 wins overall, or
- Win 10 conference regular season games and get an NCAA Tournament berth, or
- Win the conference regular season championship and get to the NIT second round, or,
- Win 10 conference regular season games and win the conference tournament, or
- Win 10 conference regular season games and get to the NIT third round, or
- Win 21 games and win the conference regular season championship, or
- Win 10 regular season conference games and 21 wins overall, or
- Win 21 games overall and get to the NIT second round.

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2.3.3 The contract will be extended for one (1) year upon the occurrence of any of the following (not cumulative, no more than one year extension in any one season):

- NCAA Tournament berth at large, or
- Win regular season conference champion, or
- Win conference tournament championship, or
- NIT second round appearance, or
- 10 regular season conference wins, or
- 21 wins during regular season, WAC Tournament, or NIT Tournament.

2.3.4 Example. By way of example only, a 21 win season in the 08-09 season would add one year (2.3.3); a 21 win season and an NCAA Tournament berth in the 09-10 season would add two years (2.3.2); and a 21 win season with 12 conference regular season wins and an NCAA Tournament berth in the 10-11 season would add three years (2.3.1), for a total of six added years. This would result in a total contract term of nine years maximum as successive performance does not earn additional years.

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$174,900 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (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.

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3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement

- | | | |
|----|--|------------------|
| a) | WAC Regular Season Champions | \$5,000 |
| b) | The greater of the following two: | |
| | WAC Tournament Finalist | \$3,000 |
| | WAC Tournament Champions | \$10,000 |
| c) | NCAA Tournament appearances | \$5,000 per game |
| d) | NIT appearances | \$3,000 per game |
| e) | 20 Wins | \$4,000 |
| f) | Winning Record (more wins than losses) | \$4,000 |
| g) | NIT Championship | \$12,000 |
| h) | NCAA Tournament "Sweet 16" | \$10,000 |

3.2.2 Academic Achievement

- | | | |
|----|--|----------|
| a) | Coach shall qualify for supplemental pay annually if the four year Academic Progress Rate ("APR", meaning the measurement as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs) for that year meets the following levels in the National Ranking within men's basketball: | |
| | i. 50% to 60% | \$5,000 |
| | ii. 60% to 70% | \$7,500 |
| | iii. 70% to 80% | \$10,000 |
| | iv. 80% or above | \$12,500 |
| b) | The team must win a minimum of 9 games during the academic year being considered. | |

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3.2.3 Conditions for payment of Academic and Athletic Achievement supplemental compensation.

- a) Payment Date for Academic and Athletic Supplemental Compensation shall be made July 1st of each year following the completion of the season in which it is earned. Coach must remain employed with the University on said July 1 in order to receive any amounts due under section 3.2.1. and 3.2.2.
- b) In order to receive the 3.2.1 supplemental compensation, the basketball team's retention rate must be at least 50 percent for the academic year in which the supplemental pay is earned. The retention rate will be calculated anew each year and will not be cumulative.

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

3.2.5 Supplemental Compensation for Media. The Coach shall receive \$170,100 from the University, the University's designated media outlet(s), or from public appearance fees or a combination thereof (at the discretion of the University and the Media outlets), each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). This sum may be paid either through the University by-weekly payroll or may be paid monthly directly from the media outlets. The Coach will be advised annually, or at other times as needed, as to the source of payment. Coach acknowledges that the differing sources of payment changes the nature of the benefits attached to such payments. 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

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endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Merit raises. Merit increases shall be made to Coach's compensation annually based upon performance in the last immediate regular and post season. The merit raise amount is determined by multiplying the applicable percentage below times the immediate last year's amount for the total of salary (in 3.1.1(a)) plus supplemental compensation for media (in 3.2.5.):

- Winning Record (more wins than losses) = 5% increase
- 20 wins = 10% increase
- 23 wins = 15% increase
- 25 wins = 19% increase

3.2.7 Summer Camp. The University may operate a summer youth basketball camp using University facilities, and in so doing, the University shall allow Coach the opportunity to earn supplemental compensation by assisting the University in his capacity as a University employee. In considering whether to operate a summer youth camp, the University may consider the following conditions:

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

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- e) If required by the University, Coach shall secure through University risk management as an expense of the camp, supplemental 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;

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

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

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 salary provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

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ARTICLE 4

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (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

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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), and the amounts set forth in section 3.2.5, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. If Coach finds reasonably comparable employment, the amounts due to Coach under this paragraph shall be reduced by the amount of money received by the Coach pursuant to Coach's employment. Coach will be entitled

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to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have 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. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

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 April 30, 2009, the sum of \$250,000; (b) if the Agreement is terminated between May 1, 2009 and April 30, 2010 inclusive, the sum of \$125,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this

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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. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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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 Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies.

5.9 Use of Annual Leave. In the event of non-renewal or termination Coach will use all accumulated annual leave prior to the end of the contract period.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

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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 Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney, and has not relied upon the advice of any legal counsel acting on behalf of the University. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

Robert Kustra, President Date

Don Gregory Graham Date

Approved by the Board of Trustees on the ____ day of June, 2008.

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University), and Don Gregory Graham (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 ~~-(Sport)-~~ Men's Basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.5. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections ~~3.2-1 through~~ ~~-(Depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.4. Initial Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on April 1, 2008 and terminating ~~without further notice to Coach,~~ on March 31, 2011 unless extended (in section 2.3 only) or sooner terminated in accordance with other provisions of this Agreement.

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

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2.6. Extensions to Initial Term. During the Initial Term, this contract shall be extended by the addition of years to the contract if the conditions below are met. The additional years may only be earned during the Initial Term of three years, not during an extension year. The subsections below may yield extensions cumulative over three years but are not cumulative in any one year. Only the highest number of additional years (either 2.3.1, 2.3.2, or 2.3.3) may apply in any one season (year). None of the following includes pre-season games. If the conference (currently the Western Athletic Conference) changes or the number of conference games (currently 16 per regular season) changes during the contract, the below criteria will be adjusted accordingly.

2.6.1. The contract will be extended for three (3) years upon the occurrence of either of the following (not cumulative, no more that three years extension in any one season):

- Winning the regular season championship and an NCAA Tournament berth, or
- Wining 12 conference regular season games, winning 21 games overall and getting an NCAA Tournament berth.

2.3.4 The contract will be extended for two (2) years upon the occurrence of any of the following (not cumulative, no more that two years extension in any one season):

- Win 21 games and get and an NCAA Tournament berth, or
- Win the conference tournament an have 22 wins overall, or
- Win 10 conference regular season games and get an NCAA Tournament berth, or
- Win the conference regular season championship and get to the NIT second round, or,
- Win 10 conference regular season games and win the conference tournament, or
- Win 10 conference regular season games and get to the NIT third round, or
- Win 21 games and win the conference regular season championship, or
- Win 10 regular season conference games and 21 wins overall, or
- Win 21 games overall and get to the NIT second round.

2.3.5 The contract will be extended for one (1) year upon the occurrence of any of the following (not cumulative, no more that one year extension in any one season):

- NCAA Tournament berth at large, or
- Win regular season conference champion, or
- Win conference tournament championship, or
- NIT second round appearance, or
- 10 regular season conference wins, or
- 21 wins during regular season, WAC Tournament, or NIT Tournament.

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2.3.4 Example. By way of example only, a 21 win season in the 08-09 season would add one year (2.3.3); a 21 win season and an NCAA Tournament berth in the 09-10 season would add two years (2.3.2); and a 21 win season with 12 conference regular season wins and an NCAA Tournament berth in the 10-11 season would add three years (2.3.1), for a total of six added years. This would result in a total contract term of nine years maximum as successive performance does not earn additional years.

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$~~_____~~174,900 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits ~~calculated on the "base salary"~~ as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.3 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.2. ~~Each year the Team is the conference champion or co-champion and also becomes eligible for a bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs, and if Coach continues to be employed as University's head~~ (Sport) coach as Athletic Achievement

a) WAC Regular Season Champions \$5,000

~~3.2.1. b) The greater of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University~~

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~~shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2 Each year the Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams), and if Coach continues to be employed as University's head (Sport) coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships; designation as two:~~

<u>WAC Tournament Finalist</u>	<u>\$3,000</u>
<u>WAC Tournament Champions</u>	<u>\$10,000</u>

c) NCAA Tournament appearances \$5,000 per game

<u>d) NIT appearances</u>	<u>\$3,000 per game</u>
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<u>e) 20 Wins</u>	<u>\$4,000</u>
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<u>f) Winning Record (more wins than losses)</u>	<u>\$4,000</u>
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<u>g) NIT Championship</u>	<u>\$12,000</u>
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<u>h) NCAA Tournament "Sweet 16"</u>	<u>\$10,000</u>
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~~3.2.2 Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act. Achievement~~

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- c) Coach shall qualify for supplemental pay annually if the four year Academic Progress Rate ("APR", meaning the measurement as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs) for that year meets the following levels in the National Ranking within men's basketball:
- | | | |
|------|--------------|----------|
| i. | 50% to 60% | \$5,000 |
| ii. | 60% to 70% | \$7,500 |
| iii. | 70% to 80% | \$10,000 |
| iv. | 80% or above | \$12,500 |
- d) The team must win a minimum of 9 games during the academic year being considered.

3.2.4 Conditions for payment of Academic and Athletic Achievement supplemental compensation.

- d) Payment Date for Academic and Athletic Supplemental Compensation shall be made July 1st of each year following the completion of the season in which it is earned. Coach must remain employed with the University on said July 1 in order to receive any amounts due under section 3.2.1. and 3.2.2.
- e) In order to receive the 3.2.1 supplemental compensation, the basketball team's retention rate must be at least 50 percent for the academic year in which the supplemental pay is earned. The retention rate will be calculated anew each year and will not be cumulative.

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

3.2.5 Supplemental Compensation for Media. The Coach shall receive ~~the sum of (amount or computation) \$170,100~~ from the University ~~or~~ the University's designated media outlet(s), or from public appearance fees or a combination thereof (at the discretion of the University and the Media outlets), each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). ~~Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment)~~. This sum may

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be paid either through the University by-weekly payroll or may be paid monthly directly from the media outlets. The Coach will be advised annually, or at other times as needed, as to the source of payment. Coach acknowledges that the differing sources of payment changes the nature of the benefits attached to such payments. 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 SUMMER CAMP—OPERATED BY UNIVERSITY~~ ~~Coach agrees that the~~ 3.2.6 Merit raises. Merit increases shall be made to Coach's compensation annually based upon performance in the last immediate regular and post season. The merit raise amount is determined by multiplying the applicable percentage below times the immediate last year's amount for the total of salary (in 3.1.1(a)) plus supplemental compensation for media (in 3.2.5.):

- Winning Record (more wins than losses) = 5% increase
- 20 wins = 10% increase
- 23 wins = 15% increase
- 25 wins = 19% increase

3.2.7 Summer Camp. The University ~~has the exclusive right to~~ may operate youth (Sport) camps on its campus a summer youth basketball camp using University facilities. ~~The, and in so doing, the~~ University shall allow Coach the opportunity to earn supplemental compensation by assisting ~~with the University's camps in Coach's his~~ capacity as a University employee. ~~Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach (amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University. This amount shall be paid (terms of payment).~~ In considering whether to operate a summer youth camp, the University may consider the following conditions:

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- a) The summer youth camp operation reflects positively on the University and the Department;
- b) The summer youth camp is operated as a University activity in which the University shall pay Coach a reasonable supplemental income based in part upon the revenue and expenses of the summer camp. The camp operation will have the opportunity to internally lease University facilities for the summer camp which will be charged as an operating expense of the camp;
- f) The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- d) All revenues and expenses of the camp shall be deposited with and paid by the University.
- e) If required by the University, Coach shall secure through University risk management as an expense of the camp, supplemental 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;

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

3.2.8 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University ~~is negotiating or has entered~~ has the authority to enter into an agreement with ~~—(Company Name)—a company~~ to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning an ~~—(Company Name)—~~ product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ the University's designated company, or give a lecture at an event sponsored in whole or in part by ~~—(Company Name)—said company~~, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and

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obligations as head ~~—(Sport)—~~basketball coach. In order to avoid entering into an agreement with a competitor of ~~—(Company Name)—~~the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. ~~Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including (Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.~~

3.3 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~~salary provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

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

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

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

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

4.2.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure 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.

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Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) University's ~~Policy Handbook~~Policies; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the ~~(Sport) — conference of which the University is a member~~Western Athletic Conference (WAC).

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

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

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

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

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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.

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

- j) The annual BAA Bar-B-que;
- k) The weekly BAA noon luncheons during the relevant season;
- l) The annual BAA Endowment dinner;
- m) The BSU Athletic Hall of Fame dinner;
- n) The BAA Bronze Bronco Award banquet;
- o) The BAA/Alumni Auction dinner;
- p) All Athletic Department staff meetings called by Athletic Director;
- q) Athletic Department Graduation Reception;
- r) Bronco Series Golf Tournaments.

ARTICLE 5

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

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

- g) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- h) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;

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- i) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA ~~or NAIA~~ member institution;
- j) Ten (10) working days' absence of Coach from duty without the University's consent;
- k) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- l) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or 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,

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indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

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

5.2 Termination of Coach for Convenience of University.

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

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

5.2.3 The parties have ~~both been represented by, or had 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. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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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 April 30, 2009, the sum of ~~\$30,250,000.00~~; (b) if the Agreement is terminated between May 1, 2009 and April 30, 2010 inclusive, the sum of ~~\$20,125,000.00~~; (c) ~~if the Agreement is terminated between~~ and ~~inclusive, the sum of \$10,000.00.~~ The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have ~~both been represented by, or had 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. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach

BUSINESS AFFAIRS AND HUMAN RESOURCES
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terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

5.8 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University [Policies](#).

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5.9 Use of Annual Leave. In the event of non-renewal or termination Coach will use all accumulated annual leave prior to the end of the contract period.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the ~~_____~~ Courtesy Car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

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6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney, and has not relied upon the advice of any legal counsel acting on behalf of the University. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY_

COACH

Robert Kustra, President Date _____
Don Gregory Graham Date _____

Approved by the Board of Trustees on the ____ day of _____, ~~20~~ June, 2008.

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Greg Graham, Boise State University, Head Men's Basketball Coach – Multi-Year Contract

	Model Contract Section	Contract Section	Justification for Modification
1.3	Duties	1.3 Duties	Deleted the reassignment clause (Also effects 5.1, 5.1.1, 5.1.2, 5.5 and 5.8)
2.3	None	2.3 Extensions – This is a new provision that allows for an extension to the term of years of the contract based on the performance of the program	This allows for a shorter contract to start, but the Coach may earn more years based on performance.
3.2	Supplemental Compensation	3.2.1 Supplemental Compensation; language added	Language provides specific criteria for athletic achievement supplemental compensation.
3.2	Supplemental Compensation	3.2.2 & 3.2.3 Supplemental Compensation; language added	Language provides specific criteria for athletic and academic achievement supplemental compensation.
3.2	Supplemental Compensation	3.2.4 Supplemental Compensation; language deleted	More details regarding the apparel contracts are found in the addendum.
3.2	Supplemental Compensation	3.2.5 Supplemental Compensation; language added	Removed the vesting language and inserted that such payments may be made directly from media sponsors to the Coach.
3.2	Supplemental Compensation	3.2.6 New	This provision build merit raises into the contract based on the performance of the program.
3.2	Supplemental	3.2.7 Supplemental Compensation; summer camp	Language provides criteria and

Greg Graham, Boise State University, Head Men's Basketball Coach – Multi-Year Contract

	Compensation		conditions applicable to coach's operation of a summer youth camp and deletes the ability of the coach to operate the camp independent of the university.
4.8	None	4.8 Specific Duties	Outlines some specific obligations of the Coach.
5.3	Termination by coach for convenience	5.3.2, 5.3.3, 5.3.4, Termination by coach for convenience; language added	Language provides that the termination cannot occur during the season; that the buyout terms for pursuing other employment is \$250,000 for year one and \$125,000 for year two.
5.3	Termination by coach for convenience	5.3.5, Supplemental pay for performance upon termination by Coach for convenience	Removal allows Coach to be paid the earned performance incentive pay if earned before the termination.

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
JUNE 19-20, 2008

IDAHO STATE UNIVERSITY

SUBJECT

Approval of multi-year employment agreement for Head Women's Volleyball coach

APPLICABLE STATUTE, RULE OR POLICY

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

DISCUSSION

Idaho State University is requesting approval for a two-year, eight-month employment agreement for Chad Teichert, Head Women's Volleyball Coach (see Attachment 1) The employment agreement contains the duties, responsibilities and conditions of the employment. A Model Contract Matrix and red-line version of the Employment Agreement that identifies departures from the model contract form and provides justification for these changes is included as Attachments 2 and 3. This position is funded by state appropriated funds.

IMPACT

This contract will provide a stable coaching environment for the Volleyball program as well as stability and consistency for the Athletic Department as a whole.

ATTACHMENTS

Attachment 1 – Contract	Page 3
Attachment 2 – Contract – Redline to Model	Page 15
Attachment 3 – Model Contract Matrix Changes	Page 33

STAFF AND COMMENTS AND RECOMMENDATIONS

Incentive for academic achievement is based on GPA, retention and graduation rates which is not consistent with other coaching contracts that tie academic achievement to the NCAA Academic Progress Rate.

The agreement adds a courtesy car to be provided to Coach.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University for a multi-year employment agreement as submitted for Chad Teicher, the Head Women's Volleyball Coach (1.0 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

Chad Teichert	Attachments 1, 2 & 3
Position Title	Head Women's Volleyball Coach
FTE	1.0
Term	32 months
Term of Contract	May 30, 2008 – January 31, 2011
Annual Salary	\$54,995.20
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See Attachment 2, Article 3.2.

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University), and Chad Teichert, Head Women's Volleyball Coach (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.8 shall cease. The right of the University to reassign Coach to duties other than as head coach of the Team as set forth herein shall not require good or adequate cause, and shall be independent of the University's right to terminate, suspend or reassign Coach for good or adequate cause as set forth in Article 5.1 of this Agreement.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, eight (8) months, commencing on May 30, 2008 and terminating, without further notice to Coach, on January 31, 2011 unless sooner terminated in accordance with other provisions of this Agreement

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$54,995.20 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.
- d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Women's Volleyball Coach through the Courtesy Car Program as assigned by Director.

3.2 Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's Annual Salary.

3.2.2 Each year the Team wins the Big Sky Conference Women's Volleyball Tournament and the subsequent automatic NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.

3.2.3 In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Women's Volleyball Post-Season Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	64 teams	1 st win	\$ 1,000
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Round 2	32 teams	2 nd win	\$ 2,000
Round 3	16 teams	3 rd win	\$ 4,000
Round 4	8 teams	4 th win	\$ 6,000
Round 5	4 teams	5 th win	\$ 8,000
Round 6	2 teams	6 th win	<u>\$10,000</u>
Possible bonus computation total for winning National Championship.			\$31,000

3.2.4 Coach will be eligible to receive supplemental compensation equivalent to one week's salary for winning twenty (20) or more regular season volleyball games.

3.2.5 Each year Coach shall be eligible to receive supplemental compensation of one week's pay for reaching all three of the following academic achievements of the Team members:

(1) the cumulative GPA of the entire Team as computed at the end of the academic year is 3.2 or higher; (2) the retention rate for all freshmen through junior Team members who are scholarship athletes is 80% or higher; (3) the graduation rate is 90% or higher for all Team members who have exhausted eligibility in any given academic year.

3.2.6 Summer Camp operated by University. Coach agrees that the University has the exclusive right to operate girls' youth volleyball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by directing or administrating University's camps in Coach's capacity as a University employee. Coach hereby agrees to direct the marketing, supervision, and general administration of the University's Women's Volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer Women's Volleyball camps, the University shall pay Coach the net revenues resulting from each summer camp as supplemental compensation during each year of his employment as head Women's Volleyball coach at the University. This amount shall be paid within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Women's Volleyball program.

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

3.2.7 If the opportunity becomes available, the Coach may participate in radio or television broadcast programs and may receive additional compensation therefore. Any such participation shall be at the direction of the Director and the University.

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

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

ARTICLE 4

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth

in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

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

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before January 31, 2009, the sum of \$6,000.00; (b) if the Agreement is terminated between February 1, 2009 and January 31, 2010 inclusive, the sum of \$4,000.00; (c) if the Agreement is terminated between February 1, 2010 and January 30, 2011 inclusive, the sum of \$2,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

5.3.4 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the State Board of Education and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's State Board of Education, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the State Board of Education and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations,

governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
 Campus Box 8173
 Idaho State University
 Pocatello, ID 83209-8173

with a copy to: President
 Campus Box 8310
 Idaho State University
 Pocatello, ID 83209-8310

the Coach: Chad Teichert
 Last known address on file with
 University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark,

or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney and has not relied upon the advice of any legal counsel acting on behalf of the University. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

Arthur C. Vailas, Date
President

Chad Teichert Date

Approved by the Board of Trustees on the ____ day of _____, 20____.

(MODEL ATHLETICS CONTRACT)**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between
Idaho State University (University ~~(College)~~), and
Chad Teichert, Head Women's Volleyball Coach (Coach).

ARTICLE 1

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

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

1.3. **Duties.** Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)~~ University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The ~~University (College)~~ University shall have the right, at any time, to reassign Coach to duties at the ~~University (College)~~ University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~3.2.8 (Depending on supplemental pay provisions used)~~ shall cease. The right of the University to reassign Coach to duties other than as head coach of the Team as set forth herein shall not require good or adequate cause, and shall be independent of the University's right to terminate, suspend or reassign Coach for good or adequate cause as set forth in Article 5.1 of this Agreement.

ARTICLE 2

2.1. **Term.** This Agreement is for a fixed-term appointment of two (~~—~~ 2) years, eight (8) months commencing on May 30, 2008 and terminating, without further notice to Coach, on January 31, 2011 unless sooner terminated in accordance with other provisions of this Agreement

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$~~_____~~\$54,995.20 per year, payable in biweekly installments in accordance with normal ~~University (College)~~University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the ~~University (College)~~University's Board of ~~_____(Regents or Trustees)~~Trustees;
- b) The opportunity to receive such employee benefits as the ~~University (College)~~University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the ~~University (College)~~University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.
- d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Women's Volleyball Coach through the Courtesy Car Program as assigned by Director.

3.2 Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's Annual Salary.

~~is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs) , and if Coach continues to be employed as University (College)'s head ____ (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to ____ (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

3.2.2 Each year the Team wins the Big Sky Conference Women's Volleyball Tournament and the subsequent automatic NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.

3.2.3 In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Women's Volleyball Post-Season Tournament, the is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams) , and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	64 teams	1 st win	\$ 1,000
Round 2	32 teams	2 nd win	\$ 2,000
Round 3	16 teams	3 rd win	\$ 4,000
Round 4	8 teams	4 th win	\$ 6,000
Round 5	4 teams	5 th win	\$ 8,000
Round 6	2 teams	6 th win	\$10,000
Possible bonus computation total			\$31,000
for winning National Championship.			

~~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. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at~~

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

~~3.2.4~~ 4 Coach will be eligible to receive supplemental compensation equivalent to one week's salary for winning twenty (20) or more regular season Volleyball games.

3.2.5 Each year Coach shall be eligible to receive supplemental compensation of one week's pay for reaching all three of the following academic achievements of the Team members:

(1) the cumulative GPA of the entire Team as computed at the end of the academic year is 3.2 or higher; (2) the retention rate for all freshmen through junior Team members who are scholarship athletes is 80% or higher; (3) the graduation rate is 90% or higher for all Team members who have exhausted eligibility in any given academic year.

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

~~3.2.5 The Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring~~

~~public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

3.2.66 (SUMMER CAMPC__OPERATED BY UNIVERSITY (COLLEGE)UNIVERSITY) Coach agrees that the University (College)University has the exclusive right to operate girls' youth (Sport)Volleyball__ camps on its campus using University (College)University facilities. The University (College)University shall allow Coach the opportunity to earn supplemental compensation by ~~assisting with the~~directing or administrating University (College)University's camps in Coach's capacity as a University (College)University employee. Coach hereby agrees to ~~assist in~~direct the marketing, supervision, and general administration of the University (College)University's football-Women's Volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University (College)University's summer football-Women's Volleyball camps, ~~the, the~~ University (College)University shall pay Coach ~~__(amount)__ the net revenues resulting from each summer camp per year~~ as supplemental compensation during each year of his employment as head ~~(Sport)Women's Volleyball~~ coach at the University (College)University. This amount shall be paid ~~__(terms of payment)____~~ within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Women's Volleyball program-.

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

~~(SUMMER CAMPCOPERATED BY COACH)~~ ~~Coach may operate a summer youth (Sport)__ camp at the University (College) under the following conditions:~~

- ~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~

- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~
- ~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- ~~h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;~~
- ~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~
- ~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave~~

~~status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

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

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

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

except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

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

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

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

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

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

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the

~~University—(College)University~~, would reflect adversely upon the ~~University (College)University~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the ~~University—(College)University~~'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

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

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

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

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this ~~A~~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 ~~a~~Agreement within 30 days after written notice from the ~~University (College)~~University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference or the NCAA (~~NAIA~~), including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the ~~University (College)~~University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)~~University's judgment, reflect adversely on the ~~University (College)~~University or its athletic programs;
- f) The failure of Coach to represent the ~~University (College)~~University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA (~~NAIA~~) or the ~~University (College)~~University in any investigation of possible violations of any applicable law or the policies, rules or

regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~;

- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

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

5.2 Termination of Coach for Convenience of ~~University (College)~~University.

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

5.2.2 In the event that ~~University~~ ~~(College)~~University terminates this Agreement for its own convenience, ~~University~~ ~~(College)~~University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of ~~University~~ ~~(College)~~University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a ~~University~~ ~~(College)~~University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before _____, January 31, 2009, the sum of \$~~306~~,000.00; (b) if the Agreement is terminated between _____ February 1, 2009 and _____ January 31, 2010 inclusive, the sum of \$~~204~~,000.00; (c) if the Agreement is terminated between February 1, 2010 _____ and January 30, 2011 _____ inclusive, the sum of \$~~102~~,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

~~5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University (College) shall constitute adequate and reasonable compensation to University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University (College).~~

5.3.~~54~~ Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any

fringe benefit plan now in force or hereafter adopted by the ~~University (College)~~University and due to the Coach's estate or beneficiaries thereunder.

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

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

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

5.87 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to ~~University (College)~~University employees, if the ~~University (College)~~University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the ~~University (College)~~University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education ~~and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and~~ Governing Policies and Procedures Manual, and the ~~University (College)~~University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)~~'s State Board of ~~(Regents or Trustees)~~ Education and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the ~~University (College)~~University's State Board of ~~(Regents or Trustees)~~ Education, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such

compensation is paid; and the State Board of ~~=(Regents or Trustees)=~~ Education and ~~University (College)~~ University's rules regarding financial exigency.

6.2 University (College)University Property. All personal property (excluding vehicle(s) provided through the ~~=====~~ Courtesy Car pProgram), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the ~~University (College)~~ University or developed by Coach on behalf of the ~~University (College)~~ University or at the ~~University (College)~~ University's direction or for the ~~University (College)~~ University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the ~~University (College)~~ University. Within twenty-four (24) hours of the expiration of the term of this ~~a~~ Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the ~~University (College)~~ University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes ~~therefore~~ e, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to

perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the ~~University (College)~~University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the ~~University (College)~~University: _____ Director of Athletics

Campus Box 8173
Idaho State University
Pocatello, ID 83209-8173

with a copy to: _____ President _____ Campus _____ Box _____

8310 _____

_____ Idaho State University _____

_____ Pocatello, ID 83209-8310 _____

the Coach: Chad Treichert
Last known address on file with
~~University (College)~~ University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the ~~University (College)~~University's prior written consent in each case, use any name, trade name, trademark, or other designation of the ~~University (College)~~University (including contraction, abbreviation or simulation), except in the course and scope of his official ~~University (College)~~University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by ~~University (College)~~University's Board of ~~-(Regents or Trustees)~~Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney and has not relied upon the advice of any legal counsel acting on behalf of the University. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

~~UNIVERSITY (COLLEGE)~~UNIVERSITY

COACH

<u>Arthur C. Vailas,</u>	<u>Date</u>	<u>Chad Teichert</u>	<u>Date</u>
<u>_____, President</u>	<u>_____ Date</u>	<u>_____</u>	<u>_____ Date</u>

Approved by the Board of ~~-(Regents or Trustees)~~Trustees ~~o~~ on the ____ day of _____, 200020.

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CHAD TEICHERT, HEAD WOMEN'S VOLLEYBALL COACH - MULTI-YEAR CONTRACT CHANGES			
	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
1	1.3 Duties	1.3 Duties	Language added clarifying University's right to reassign is independent of right to terminate for cause or to reassign duties.
2	3.1.1 Regular Compensation	3.1.1 (d) Regular Compensation language added	Additional language specifying courtesy car benefits to Coach through ISU's Courtesy Car Program.
3	3.2 Supplemental Compensation	3.2 Supplemental Compensation Language added	Language specifies compensation for team performance and measurable academic achievement.
4	3.2.6 Summer Camp Operated by University	3.2.6 Summer Camp Operated by University; language added	University has decided to provide a University-operated summer camp only. Coach has the right to direct net revenues from summer camps to be used to enhance the budget of the Women's Basketball Program.
5	6.16. Opportunity to Consult with Attorney	6.16. Opportunity to Consult with Attorney; language added	Additional language added "and has not relied upon the advice of legal counsel acting on behalf of the University."

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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
JUNE 19-20, 2008

IDAHO STATE UNIVERSITY

SUBJECT

Approval of multi-year employment agreement for Head Women's Basketball coach

APPLICABLE STATUTE, RULE OR POLICY

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

DISCUSSION

Idaho State University is requesting approval for a three-year, eleven-month employment agreement for Seton Sobolewski, Head Women's Basketball Coach, (see Attachment 1). The employment agreement contains the duties, responsibilities and conditions of the employment. A Model Contract Matrix and red-line version of the Employment Agreement that identifies departures from the model contract form and provides justification for these changes is included as Attachments 2 and 3. This position is funded by state appropriated funds.

IMPACT

This contract will provide a stable coaching environment for the Basketball program as well as stability and consistency for the Athletic Department as a whole.

ATTACHMENTS

Attachment 1 – Contract	Page 3
Attachment 2 – Contract – Redline to Model	Page 15
Attachment 3 – Model Contract Matrix Changes	Page 33

STAFF AND COMMENTS AND RECOMMENDATIONS

The incentive for academic achievement contained in the agreement would provide \$3,000 of supplemental compensation.

The agreement adds a courtesy car to be provided to Coach.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University for a multi-year employment agreement as submitted for Seton Sobolewski, the Head Women's Basketball Coach (1.0 FTE).

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

Seton Sobolewski	Attachments 1, 2 & 3
Position Title	Head Women's Basketball Coach
FTE	1.0
Term	47 months
Term of Contract	June 16, 2008 – May 10, 2012
Annual Salary	\$85,612.80
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See Attachment 1, Article 3.2.

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University), and Seton Sobolewski, Head Women's Basketball Coach (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.8 shall cease. The right of the University to reassign Coach to duties other than as head coach of the Team as set forth herein shall not require good or adequate cause, and shall be independent of the University's right to terminate, suspend or reassign Coach for good or adequate cause as set forth in Article 5.1 of this Agreement.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, eleven (11) months, commencing on June 16, 2008 and terminating, without further notice to Coach, on May 10, 2012 unless sooner terminated in accordance with other provisions of this Agreement

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$85,612.80 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.
- d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Women's Basketball Coach through the Courtesy Car Program as assigned by Director.

3.2 Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's Annual Salary.

3.2.2 Each year the Team wins the Big Sky Conference Women's Basketball Tournament and the subsequent automatic NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.

3.2.3 In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Women's Basketball Post-Season Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	64 teams	1 st win	\$ 1,000
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Round 2	32 teams	2 nd win	\$ 2,000
Round 3	16 teams	3 rd win	\$ 4,000
Round 4	8 teams	4 th win	\$ 6,000
Round 5	4 teams	5 th win	\$ 8,000
Round 6	2 teams	6 th win	<u>\$10,000</u>
Possible bonus computation total for winning National Championship.			\$31,000

3.2.4 In the event the Team, competes in the WNIT Women's Basketball Post-Season Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	32 teams	1 st win	\$ 1,000
Round 2	16 teams	2 nd win	\$ 2,000
Round 3	8 teams	3 rd win	\$ 3,000
Round 4	4 teams	4 th win	\$ 4,000
Round 5	2 teams	5 th win	<u>\$ 5,000</u>
Possible bonus computation total for winning WNIT National Championship.			\$15,000

3.2.5 Coach will be eligible to receive supplemental compensation equivalent to one week's salary for winning twenty (20) or more regular season basketball games.

3.2.6 Each year Coach shall be eligible to receive supplemental compensation for the academic achievements of the Team members. The following incentives will be used following NCAA APR scores to determine the applicable incentives:

<u>Team APR Score</u>	<u>Incentive Pay</u>
940-944	\$ 1,000
945-949	\$ 1,500
950-954	\$ 2,000
955-959	\$ 2,500
960-964	\$ 3,000
965-969	\$ 3,500
970 or above	\$ 4,000

3.2.7 Coach shall receive \$5,000 annual compensation for participation in radio and television appearances.

3.2.8 Summer Camp operated by University. Coach agrees that the University has the exclusive right to operate girls' youth basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by directing or administrating University's camps in Coach's capacity as a University employee. Coach hereby agrees to direct the

marketing, supervision, and general administration of the University's Women's Basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer Women's Basketball camps, the University shall pay Coach the net revenues resulting from each summer camp as supplemental compensation during each year of his employment as head Women's Basketball coach at the University. This amount shall be paid within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Women's Basketball program.

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

3.2.9 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 agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning company's product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by such company, or give a lecture at an event sponsored in whole or in part by such company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head Women's Basketball coach. In order to avoid entering into an agreement with a competitor of such company, Coach shall submit all outside consulting agreements to the University for review and approval by the director prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel, equipment, and products, including such company, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products. Coach shall receive \$1,500 in personal apparel from Nike.

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

ARTICLE 4

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

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

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall

constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

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

5.2 Termination of Coach for Convenience of University.

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

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before May 10, 2009, the sum of \$9,000.00; (b) if the Agreement is terminated between May 11, 2009 and May 10, 2010 inclusive, the sum of \$6,000.00; (c) if the Agreement is terminated between May 11, 2010 and May 10, 2011 inclusive, the sum of \$4,000.00; (d) if the Agreement is terminated between May 11, 2011 and May 10, 2012 inclusive, the sum of \$2,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

5.3.4 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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

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

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

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-

athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

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

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the State Board of Education and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's State Board of Education, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the State Board of Education and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a

particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
 Campus Box 8173
 Idaho State University
 Pocatello, ID 83209-8173

with a copy to: President
 Campus Box 8310
 Idaho State University
 Pocatello, ID 83209-8310

the Coach: Seton Sobolewski
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney and has not relied upon the advice of any legal counsel acting on behalf of the University. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

Arthur C. Vailas, Date
President

Seton Sobolewski Date

Approved by the Board of Trustees on the ____ day of _____, 20____.

(MODEL ATHLETICS CONTRACT)**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between _____ Idaho State University (University ~~—(College)—~~), and _____ Seton Sobolewski, Head Women's Basketball Coach (Coach).

ARTICLE 1

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

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

1.3. **Duties.** Coach shall manage and supervise the Team and shall perform such other duties in the ~~University—(College)~~University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The ~~University—(College)~~University shall have the right, at any time, to reassign Coach to duties at the ~~University—(College)~~University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~3.2.8—(Depending on supplemental pay provisions used)~~_____ shall cease. The right of the University to reassign Coach to duties other than as head coach of the Team as set forth herein shall not require good or adequate cause, and shall be independent of the University's right to terminate, suspend or reassign Coach for good or adequate cause as set forth in Article 5.1 of this Agreement.

ARTICLE 2

2.1. **Term.** This Agreement is for a fixed-term appointment of ~~three~~ _____ (~~3~~) years, eleven (11) months commencing on _____ June 16, 2008 and terminating, without further notice to Coach, on _____ May 10, 2012 unless sooner terminated in accordance with other provisions of this Agreement

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$~~—————~~\$85,612.80 per year, payable in biweekly installments in accordance with normal ~~University (College)~~University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the ~~University (College)~~University's Board of ~~—(Regents or Trustees) Trustees;~~
- b) The opportunity to receive such employee benefits as the ~~University (College)~~University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the ~~University (College)~~University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.
- d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Women's Basketball Coach through the Courtesy Car Program as assigned by Director.

3.2 Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's

Annual Salary ~~is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs) , and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

3.2.2 Each year the Team wins the Big Sky Conference Women's Basketball Tournament and the subsequent automatic NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.

3.2.3 In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Women's Basketball Post-Season Tournament, the is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams) , and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	64 teams	1 st win	\$ 1,000
Round 2	32 teams	2 nd win	\$ 2,000
Round 3	16 teams	3 rd win	\$ 4,000
Round 4	8 teams	4 th win	\$ 6,000
Round 5	4 teams	5 th win	\$ 8,000
Round 6	2 teams	6 th win	\$10,000
Possible bonus computation total			\$31,000
for winning National Championship.			

3.2.34 In the event the Team, competes in the WNIT Women's Basketball Post-Season Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	32 teams	1 st win	\$ 1,000
Round 2	16 teams	2 nd win	\$ 2,000
Round 3	8 teams	3 rd win	\$ 3,000
Round 4	4 teams	4 th win	\$ 4,000
Round 5	2 teams	5 th win	\$ 5,000

Possible bonus computation total \$15,000
for winning WNIT National Championship.

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

3.2.45 Coach will be eligible to receive supplemental compensation equivalent to one week's salary for winning twenty (20) or more regular season basketball games.

3.2.6 Each year Coach shall be eligible to receive supplemental compensation for the academic achievements of the Team members. The following incentives will be used following NCAA APR scores to determine the applicable incentives:

<u>Team APR Score</u>	<u>Incentive Pay</u>
<u>940-944</u>	<u>\$ 1,000</u>
<u>945-949</u>	<u>\$ 1,500</u>
<u>950-954</u>	<u>\$ 2,000</u>
<u>955-959</u>	<u>\$ 2,500</u>
<u>960-964</u>	<u>\$ 3,000</u>
<u>965-969</u>	<u>\$ 3,500</u>
<u>970 or above</u>	<u>\$ 4,000</u>

~~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.~~

3.2.57 Coach shall receive \$5,000 annual compensation for participation in radio and television appearances.~~The Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment) . Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

3.2.68 (SUMMER CAMP C__ OPERATED BY UNIVERSITY (COLLEGE) UNIVERSITY) Coach agrees that the University (College) University has the exclusive right to operate girls' youth ~~(Sport)~~ basketball camps on its campus using University (College) University facilities. The University (College) University shall allow Coach the opportunity to earn supplemental compensation by assisting with the directing or administrating University (College) University's camps in Coach's capacity as a University (College) University employee. Coach hereby agrees to assist in direct the marketing, supervision, and general administration of the University (College) University's football Women's Basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University (College) University's summer football Women's Basketball camps, the, the University (College) University shall pay Coach (amount) the net revenues resulting from each summer camp per year as supplemental compensation during each year of his employment as head (Sport) Women's Basketball coach at the University (College) University. This amount shall be paid (terms of payment) within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Women's Basketball program.

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

~~(SUMMER CAMPCOPERATED BY COACH) Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

- ~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~
- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~
- ~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- ~~h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator~~

~~and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;~~

- ~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~
- ~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

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

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

agrees that Coach will not endorse any athletic footwear, apparel, ~~and/or~~ equipment, and products, including ~~—(Company Name)—such company~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products. Coach shall receive \$1,500 in personal apparel from Nike.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University (College)~~University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the ~~University (College)~~University and Department at all times. The names or titles of employees whom Coach supervises are

attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) ~~University (College)~~University's Handbook; (c) ~~University (College)~~University's Administrative Procedures Manual; (d) the policies and procedure of the Athletic Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the ~~—(Sport)—~~eBig Sky Conference of which the ~~University (College)~~University is a member.

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

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

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

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

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this ~~A~~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 ~~a~~Agreement within 30 days after written notice from the ~~University (College)~~University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference or the NCAA (~~NAIA~~), including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the ~~University (College)~~University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)~~University's judgment, reflect

adversely on the ~~University (College)~~University or its athletic programs;

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

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

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

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as

set forth in the provisions of the NCAA-~~(NAIA)~~ enforcement procedures. This section applies to violations occurring at the ~~University (College)~~University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of ~~University (College)~~University.

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

5.2.2 In the event that ~~University (College)~~University terminates this Agreement for its own convenience, ~~University (College)~~University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of ~~University (College)~~University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a ~~University (College)~~University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before _____, May 10, 2009, the sum of ~~\$309~~,000.00; (b) if the Agreement is terminated between _____ May 11, 2009 and _____ May 10, 2010 inclusive, the sum of ~~\$206~~,000.00; (c) if the Agreement is terminated between May 11, 2010 _____ and May 10, 2011 _____ inclusive, the sum of ~~\$104~~,000.00; (d) if the Agreement is terminated between May 11, 2011 and May 10, 2012 inclusive, the sum of \$2,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

~~5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University (College) shall constitute adequate and reasonable compensation to University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University (College).~~

5.3.~~5~~4 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

5.87 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to ~~University~~ ~~(College)~~University employees, if the ~~University~~ ~~(College)~~University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the ~~University~~ ~~(College)~~University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education ~~and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and~~ Governing Policies and Procedures Manual, and the ~~University~~ ~~(College)~~University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University~~ ~~(College)~~'s State Board of ~~(Regents or Trustees)~~ Education and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the ~~University~~ ~~(College)~~University's State Board of ~~(Regents or~~

~~Trustees)~~ Education, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the State Board of ~~=(Regents or Trustees)=~~ Education and ~~University (College)~~ University's rules regarding financial exigency.

6.2 University (College) University Property. All personal property (excluding vehicle(s) provided through the ~~=====~~ Courtesy Car pProgram), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the ~~University (College)~~ University or developed by Coach on behalf of the ~~University (College)~~ University or at the ~~University (College)~~ University's direction or for the ~~University (College)~~ University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the ~~University (College)~~ University. Within twenty-four (24) hours of the expiration of the term of this ~~a~~ Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the ~~University (College)~~ University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to

perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the ~~University (College)~~ University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the ~~University (College)~~ University: _____ Director of Athletics

Campus Box 8173
Idaho State University
Pocatello, ID 83209-8173

with a copy to: _____ President _____ Campus _____ Box
8310 _____

Idaho State University
Pocatello, ID 83209-8310

the Coach: _____ Seton Sobolewski
 Last known address on file with
~~University (College)~~ University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the ~~University (College)~~University's prior written consent in each case, use any name, trade name, trademark, or other designation of the ~~University (College)~~University (including contraction, abbreviation or simulation), except in the course and scope of his official ~~University (College)~~University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by ~~University (College)~~University's Board of ~~-(Regents or Trustees)~~Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney and has not relied upon the advice of any legal counsel acting on behalf of the University. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

~~UNIVERSITY (COLLEGE)~~UNIVERSITY

COACH

<u>Arthur C. Vailas,</u>	<u>Date</u>	<u>Seton Sobolewski</u>	<u>Date</u>
<u>_____, President</u>	<u>_____ Date _____</u>		<u>_____ Date _____</u>

Approved by the Board of ~~-(Regents or Trustees)~~Trustees o on the ____ day of _____, 200020.

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SETON SOBOLEWSKI, HEAD WOMEN'S BASKETBALL COACH - MULTI-YEAR CONTRACT CHANGES			
	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
1	1.3 Duties	1.3 Duties	Language added clarifying University's right to reassign is independent of right to terminate for cause or to reassign duties.
2	3.1.1 Regular Compensation	3.1.1 (d) Regular Compensation language added	Additional language specifying courtesy car benefits to Coach through ISU's Courtesy Car Program.
3	3.2 Supplemental Compensation	3.2 Supplemental Compensation Language added	Language specifies compensation for team performance and measurable academic achievement.
4	3.2.6 Supplemental Compensation Media Language	3.2.6 Supplemental Compensation Media Language; modified language	ISU provides \$5,000 annual compensation for radio and television appearances.
5	3.2.7 Summer Camp Operated by University	3.2.7 Summer Camp Operated by University; language added	University has decided to provide a University-operated summer camp only. Coach has the right to direct net revenues from summer camps to be used to enhance the budget of the Women's Basketball Program.
6	3.2.8 Language specifying Footwear/Apparel Contract	3.2.7 Footwear/Apparel Contract; language deleted	ISU has the right to select apparel sponsor; Coach receives \$1500 apparel allowance from Nike.
7	6.16. Opportunity to Consult with Attorney	6.16. Opportunity to Consult with Attorney; language added	Additional language added "and has not relied upon the advice of legal counsel acting on behalf of the University."

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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
JUNE 19-20, 2008**

TAB	DESCRIPTION	ACTION
1	FY 2009 ALLOCATION Center for Advanced Energy Studies (CAES)	Motion to approve
2	CAES PRESENTATION	Information item
3	NCAA ACADEMIC PROGRESS RATE (APR)	Information item
4	FY 2008 INTERCOLLEGIATE ATHLETIC REPORTS a. Boise State University b. Idaho State University c. University of Idaho d. Lewis-Clark State College	Information item
5	FY 2009 STUDENT HEALTH INSURANCE a. Boise State University b. Idaho State University c. Lewis-Clark State College	Information item
6	FY 2009 OPERATING BUDGETS	Motions to approve
7	FY 2010 LINE ITEMS	Motions to approve
8	UNIVERSITY OF UTAH CONTRACT	Motion to approve
9	BOISE STATE UNIVERSITY Boise Office Equipment Sponsorship	Motion to approve
10	BOISE STATE UNIVERSITY Dodge Sponsorship	Motion to approve
11	BOISE STATE UNIVERSITY Law Enforcement Contract	Motion to approve
12	BOISE STATE UNIVERSITY Peak Media Agreement	Motion to approve

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

TAB	DESCRIPTION	ACTION
13	BOISE STATE UNIVERSITY Center for Environmental Science & Economic Development - Project	Motion to approve
14	BOISE STATE UNIVERSITY American Campus Communities –Student Housing Update	Information item
15	IDAHO STATE UNIVERSITY Emergency Notification System	Motion to approve
16	UNIVERSITY OF IDAHO Auen Property Acquisition	Motion to approve
17	UNIVERSITY OF IDAHO Transit Services Agreement	Motion to approve
18	UNIVERSITY OF IDAHO Health and Welfare Benefits Consulting Services Contract	Motion to approve
19	UNIVERSITY OF IDAHO Harbor Center Lease	Motion to approve
20	UNIVERSITY OF IDAHO West Virginia University & IRF Agreement	Motion to approve
21	UNIVERSITY OF IDAHO Renovation of SUB Ballroom	Motion to approve
22	UNIVERSITY OF IDAHO Renovation of Recital Hall – Music Building	Motion to approve

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

TAB	DESCRIPTION	ACTION
23	UNIVERSITY OF IDAHO Improvement to Archival Facilities - Library	Motion to approve
24	UNIVERSITY OF IDAHO ICLES (Dairy) Update	Information item
25	UNIVERSITY OF IDAHO Settlement Agreement	Motion to approve
26	OPPORTUNITY SCHOLARSHIP	Motions to approve
27	FY 2009 CENTER FOR ADVANCED ENERGY STUDIES (CAES)	Motion to approve
28	LEWIS-CLARK STATE COLLEGE Property Purchases	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

SUBJECT

FY 2009 Allocation for the Center for Advanced Energy Studies (CAES)

REFERENCE

April 2008

SBOE postponed to the June Board meeting the allocation of the state funding for the CAES project

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.S.
House Bill 610

BACKGROUND

At the April Board meeting, the SBOE approved the allocation of the FY 2009 legislative appropriations contained in House Bill 610 for Boise State University (BSU), Idaho State University (ISU), University of Idaho (UI), Lewis-Clark State College (LCSC), and system-wide needs. The Board postponed the allocation of state funding for the CAES project because an agreement had not been met between BSU, ISU and UI. The Board directed the presidents and Vice Presidents of Research at the three universities to determine the allocation for the CAES project and bring that allocation to the Board at the June Board meeting.

DISCUSSION

The universities agreed to use Federal carry forward funds from 2006 and 2007 to supplemental BSU and UI so that the total funding for all three institutions are equal. This approach will provide the funding for personnel costs consistent with the plan provided to the State, and by using the Federal funds, an equitable split is achieved overall.

IMPACT

The table below shows the amounts of Federal funds provided to each university for years 2006 through 2008 along with the allocation of State funds for 2009.

	Federal 2006	Federal 2007	Federal 2008	State 2009	Institutional Totals
BSU	\$978,000	\$150,000	\$205,023	\$512,683	\$1,845,706
ISU	\$978,000	\$150,000	\$24,821	\$692,885	\$1,845,706
UI	\$978,000	\$150,000	\$320,156	\$397,550	\$1,845,706
Totals	\$2,934,000	\$450,000	\$550,000	\$1,603,118	

The Federal carry forward funds will supplement the FY 2009 State funds resulting in equal amounts for the three universities.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

STAFF COMMENTS

The Department of Energy, Office of Nuclear Energy, recently released the remaining 2007 funds and the 2008 funds and also provided more flexibility for their use. At this time, there is no guarantee of any additional federal funds after 2008.

Staff recommends approval of the FY2009 allocation for the Center for Advanced Energy Studies.

BOARD ACTION

A motion to allocate the \$1,603,100 FY 2009 legislative appropriation for the Center for Advanced Energy Studies contained in House Bill 610 to Boise State University, \$512,700; Idaho State University, \$692,900; and University of Idaho, \$397,500.

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: 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:

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

- (1) A three-(3) year moving average of credit hours multiplied by the program weights shall be used. The three (3) years to be used shall be those which precede the year of the allocation and shall consist of two (2) years of actual and one (1) year of estimated credit hours.
- (2) Effective with the FY 1990 allocation, credit hours generated from externally funded sources and contracts shall be removed from this adjustment. Credit hours for in-service teacher education shall not be removed.
- (3) The total budget base of the institutions shall be multiplied by 0.67 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
JUNE 19-20, 2008

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
JUNE 19-20, 2008

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 610

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	<u>146,000</u>
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 \$1,560,000 in one-time funds for competitive research grants to be awarded by 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 formulation of a final recommendation for expanding undergraduate and graduate medical education opportunities.

SECTION 3. PERSONNEL TURNOVER. The State Board of Education shall con-

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 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.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

SUBJECT

Idaho National Laboratory update for Center for Advanced Energy Studies

DISCUSSION

Representatives from the Idaho National Laboratory (INL) will provide an update for the Center for Advanced Energy Studies (CAES) on issues such as construction and state and federal funding.

STAFF COMMENTS AND RECOMMENDATIONS

Representatives from INL will be available to answer questions by the Board.

Staff has no comments.

BOARD ACTION

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

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

**BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY &
UNIVERSITY OF IDAHO**

SUBJECT

University NCAA Academic Progress Rate (APR) Scores

DISCUSSION

The APR is determined by using the eligibility and retention for each student-athlete on scholarship during a particular academic year. Student-athletes are awarded points for each semester they are enrolled and for each semester they are eligible for intercollegiate competition. The APR is calculated by taking the number of possible points and dividing that number by the total number of points earned from retention and eligibility over the same period of time.

The NCAA instituted the APR requirements beginning in the 2003-04 academic year. Beginning in the fall of 2007, the APR is based on four years of data and every year thereafter, the most current year's data will be added and the oldest year will be removed to create a four-year rolling rate. The benchmark minimum score is 925.

IMPACT

Contemporaneous financial aid penalties can be applied if an athletic team's APR score is below 925. Teams that fall under the contemporaneous penalties risk the loss of future scholarships.

This is the second year institutions will be subject to historically based penalties. In the first stage of that structure, teams with APRs below 900 will receive a public warning. If those same teams continue to fall below the 900 cut line, they will be subject to a variety of playing and practice season restrictions, based on a formula that includes a measurement of the team's improvement over the last several years.

After the second year, penalties will become progressively more severe, eventually banning teams from postseason play.

ATTACHMENTS

Attachment 1 – Institution narrative and NCAA 2006 – 2007 Academic Progress Rates

Boise State University
Idaho State University
University of Idaho

Page 3
Page 9
Page 15

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

STAFF COMMENTS AND RECOMMENDATIONS

As noted in the above section, each institution was asked to provide a statement regarding APR and how the NCAA requirement affects that institution. Following the statement from each institution are the NCAA APR sheets for all sports at that institution.

Staff recommends the institutions and Board consider using the APR in head coach's contracts to a greater extent that is currently occurring. At present, bonuses tied to APR scores are relatively minor compared to incentives for such items as team record or rankings. Increasing the incentive for academic achievement along with athletic achievement will be a benefit to the student athlete in the long run.

BOARD ACTION

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Boise State University
Spring 2008 APR Report Summary

The Boise State Athletic Department Academic Progress Rate (APR) continues to improve for the third year in a row. The total department APR improved to 943 on the 4-Year report up from 941 on the 3-Year report. Boise State Athletics had the highest team APR scores in the Western Athletic Conference (WAC) in 5 sports: Football (953), Men's Basketball (954), Women's Basketball (977), Men's Tennis (985) and Women's Soccer (973). No teams at Boise State University will face contemporaneous penalties.

The Men's Golf team received an Occasion One "Public Notice" from the NCAA in the May 2008 report for having a multi-year APR under 900. Due to its small squad size, one or two students not meeting academic expectations has a profound effect on team scores. An Academic Improvement Plan documenting APR goals and on-going athletic department strategies for improving team APR performance was filed with the NCAA earlier this year. The Men's Golf program showed significant improvement in the most recent 2006-07 reporting year, earning 933.

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NCAA Division I 2006 - 2007 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 05/02/2008

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2003-04, 2004-05, 2005-06, and 2006-07 academic years.

*[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, data cells containing three or fewer student-athletes have been suppressed and are indicated by an * symbol.]*

The following chart represents by-sport APR averages for noted subgroups.

Sport (N)	Multiyear APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I
By Sport - Men's									
Baseball (293)	NA	NA	NA	938	928	959	942	939	932
Basketball (337)	954	70th-80th	30th-40th	928	918	948	925	931	932
Cross Country (300)	944	20th-30th	20th-30th	963	955	980	964	962	967
Football (239)	953	70th-80th	30th-40th	934	925	958	936	931	NA
Fencing (20)	NA	NA	NA	977	961	986	974	987	961
Golf (291)	864	1st-10th	1st-10th	962	955	974	965	960	962
Gymnastics (16)	NA	NA	NA	973	971	989	972	1000	955
Ice Hockey (59)	NA	NA	NA	970	961	980	975	981	972

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

N/A = No APR or not applicable.

N = Number of teams represented.

¹ Denotes APR that does not subject the team to a contemporaneous penalty because the team is performing better than the institution's general student body, or based on institutional, athletics and student resources.

² Denotes APR that does not subject the team to contemporaneous penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 925 for that team to be subject to contemporaneous penalties. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

³ Denotes APR that does not subject the team to historical penalties due to the team's demonstrated academic improvement and favorable comparison based on other academic or institutional factors.

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NCAA Division I 2006 - 2007 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 05/02/2008

Sport (N)	Multiyear APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Subdivision	Bowl	Football Championship Subdivision	Division I
Lacrosse (56)	NA	NA	NA	970	967	971	977		975	960
Skiing (13)	NA	NA	NA	967	959	987	955		985	957
Soccer (198)	NA	NA	NA	954	944	963	949		962	954
Swimming (140)	NA	NA	NA	967	960	978	964		970	968
Tennis (263)	985	70th-80th	70th-80th	961	954	974	963		962	961
Track, Indoor (249)	904	1st-10th	1st-10th	951	942	969	949		954	953
Track, Outdoor (270)	909	10th-20th	1st-10th	951	941	972	949		954	954
Volleyball (23)	NA	NA	NA	965	960	973	962		977	968
Water Polo (22)	NA	NA	NA	957	966	952	973		962	939
Wrestling (87)	927	20th-30th	10th-20th	941	934	958	945		942	929
By Sport - Women's										
Basketball (335)	977	70th-80th	60th-70th	960	954	972	960		960	963
Bowling (29)	NA	NA	NA	941	933	960	958		933	966
Cross Country (331)	949	10th-20th	20th-30th	970	966	978	971		974	966
Fencing (23)	NA	NA	NA	974	950	987	981		991	956
Field Hockey (78)	NA	NA	NA	983	980	986	982		985	982

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

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NCAA Division I 2006 - 2007 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 05/02/2008

Sport (N)	Multiyear APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Subdivision	Bowl Subdivision	Football Championship Subdivision	Division I
Golf (238)	967	30th-40th	50th-60th	974	971	983	980		969	972
Gymnastics (64)	985	40th-50th	70th-80th	981	980	989	983		988	972
Ice Hockey (34)	NA	NA	NA	978	970	982	984		983	979
Lacrosse (82)	NA	NA	NA	984	980	985	988		985	976
Rowing (84)	NA	NA	NA	985	979	991	980		991	988
Skiing (14)	NA	NA	NA	973	963	991	963		986	965
Soccer (310)	973	40th-50th	50th-60th	972	965	983	972		971	973
Softball (278)	NA	NA	NA	965	959	980	969		964	964
Swimming (193)	967 ⁵	20th-30th	50th-60th	978	975	984	979		978	978
Tennis (315)	955	20th-30th	30th-40th	971	967	979	973		969	972
Track, Indoor (298)	944	20th-30th	20th-30th	963	957	978	963		968	961
Track, Outdoor (311)	944	20th-30th	20th-30th	964	958	978	964		969	962
Volleyball (321)	957	20th-30th	30th-40th	970	965	980	972		967	971
Water Polo (33)	NA	NA	NA	967	955	979	975		984	964
By Sport - Co-Ed										
Rifle (25)	NA	NA	NA	963	964	961	965		969	929

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NCAA Division I 2006 - 2007 Academic Progress Rate Penalty Summary

Institution: Boise State University

Date of Report: 05/02/2008

This report is based on data submitted by the institution for the 2003-04, 2004-05, 2005-06 and 2006 - 2007 academic years.

This report provides a summary of the teams identified at your institution that are subject to a contemporaneous penalty and/or historical penalty and their multiyear APR. The historical-penalty structure has a cumulative effect that continues to apply each year as a team progresses through the structure. Each year a team fails the historical-penalty review another stage of penalties will be added.

Sport	Multiyear APR	Contemporaneous Penalty	Historical Penalty - Occasion One	Historical Penalty - Occasion Two	Historical Penalty - Occasion Three	Historical Penalty - Occasion Four
Men's Golf	864	N/A	Public notice.			

¹ Any contemporaneous penalty for the sports of cross country, indoor and/or outdoor track must count against the NCAA maximum team limit for cross country/track and field (i.e., 18 women's, 12.6 men's). If the institution sponsors cross country and does not sponsor track and field, the penalty counts against the NCAA maximum team limit for cross country (i.e., five men's, six women's).

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Idaho State University
Spring 2008 APR Report Summary

Idaho State University had its strongest single year APR as a whole scoring a 928 in the 2006-07 school year. The four year mark came out to a 922 which was a 2 point improvement over the 3 year mark of 920.

Eleven of ISU's sports scored a 925 or higher, highlighted by women's tennis, which scored an institution best 975, and women's soccer at 971. Both cross country teams scored high as well, the men's team scored a 967, and the women's team scored a 961. Other sports scoring above a 925 included women's basketball (960), women's golf (954) volleyball (941), women's track (941 indoor, 934 outdoor), men's track (932 outdoor, 928 indoor).

Five of ISU's 16 sports did not meet the 925 benchmark, but only men's tennis was given a public warning. The softball program scored a 922, but they have only one-year of data available. The men's golf team scored a 917, but due to a limited squad size, their score was adjusted (a program must have 30 student-athletes over a four-year span) and the adjusted score is a 956.

Two marquee sports, football and men's basketball, both missed the 925 mark, but both avoided penalties. In men's basketball, the team scored a 904, improving from their score of 892 last year. In addition, men's basketball improved their one year score from 865 in the 2005-07 year to 900 in the 2006-07 year. The NCAA noted that the men's basketball team's academic progress was performing better than the institution's general student body.

Football raised their cumulative score from an 870 in 2005-06 to an 892 this year, earning their citation from the NCAA for demonstrated academic improvement. Football's academic improvement stemmed from scoring a 938 for just the 2006-07 year, a jump of 73 points from the 2005-06 season.

The only sport cited by the NCAA and given a public warning was the men's tennis program, which scored an 898. They were not subject to contemporaneous penalties due to academic progress due to performing better than the institution's general student body, they were given a public notice for a historical penalty. The men's tennis team received a "Historical Penalty - Occasion One". The historical penalty structure has a cumulative effect that is applied each year as a team progresses through the structure, and each year a team fails the historical penalty review, another stage of penalties is added.

In the meantime we are monitoring teams which may have future challenges, including men's basketball, men's golf and men's tennis.

Also noteworthy is women's track for the Fall 2006 APR scored 1000.

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NCAA Division I 2006 - 2007 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 05/02/2008

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2003-04, 2004-05, 2005-06, and 2006-07 academic years.

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The following chart represents by-sport APR averages for noted subgroups.

Sport (N)	Multiyear APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I
By Sport - Men's									
Baseball (293)	NA	NA	NA	938	928	959	942	939	932
Basketball (337)	904 ¹	20th-30th	1st-10th	928	918	948	925	931	932
Cross Country (300)	967	40th-50th	50th-60th	963	955	980	964	962	967
Football (239)	892 ^{1 3}	1st-10th	1st-10th	934	925	958	936	931	NA
Fencing (20)	NA	NA	NA	977	961	986	974	987	961
Golf (291)	917 ²	10th-20th	1st-10th	962	955	974	965	960	962
Gymnastics (16)	NA	NA	NA	973	971	989	972	1000	955

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NCAA Division I 2006 - 2007 Academic Progress Rate

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Sport (N)	Multiyear APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Subdivision	Bowl	Football Championship Subdivision	Division I
Ice Hockey (59)	NA	NA	NA	970	961	980	975		981	972
Lacrosse (56)	NA	NA	NA	970	967	971	977		975	960
Skiing (13)	NA	NA	NA	967	959	987	955		985	957
Soccer (198)	NA	NA	NA	954	944	963	949		962	954
Swimming (140)	NA	NA	NA	967	960	978	964		970	968
Tennis (263)	898 ¹	1st-10th	1st-10th	961	954	974	963		962	961
Track, Indoor (249)	928	20th-30th	10th-20th	951	942	969	949		954	953
Track, Outdoor (270)	932	20th-30th	10th-20th	951	941	972	949		954	954
Volleyball (23)	NA	NA	NA	965	960	973	962		977	968
Water Polo (22)	NA	NA	NA	957	966	952	973		962	939
Wrestling (87)	NA	NA	NA	941	934	958	945		942	929
By Sport - Women's										
Basketball (335)	960	40th-50th	40th-50th	960	954	972	960		960	963
Bowling (29)	NA	NA	NA	941	933	960	958		933	966
Cross Country (331)	961	20th-30th	40th-50th	970	966	978	971		974	966
Fencing (23)	NA	NA	NA	974	950	987	981		991	956

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NCAA Division I 2006 - 2007 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 05/02/2008

Sport (N)	Multiyear APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Subdivision	Bowl	Football Championship Subdivision	Division I
Field Hockey (78)	NA	NA	NA	983	980	986	982		985	982
Golf (238)	954	10th-20th	30th-40th	974	971	983	980		969	972
Gymnastics (64)	NA	NA	NA	981	980	989	983		988	972
Ice Hockey (34)	NA	NA	NA	978	970	982	984		983	979
Lacrosse (82)	NA	NA	NA	984	980	985	988		985	976
Rowing (84)	NA	NA	NA	985	979	991	980		991	988
Skiing (14)	NA	NA	NA	973	963	991	963		986	965
Soccer (310)	971	40th-50th	50th-60th	972	965	983	972		971	973
Softball (278)	922 ⁵	1st-10th	10th-20th	965	959	980	969		964	964
Swimming (193)	NA	NA	NA	978	975	984	979		978	978
Tennis (315)	975	40th-50th	60th-70th	971	967	979	973		969	972
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Water Polo (33)	NA	NA	NA	967	955	979	975		984	964
By Sport - Co-Ed										
Rifle (25)	NA	NA	NA	963	964	961	965		969	929

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NCAA Division I 2006 - 2007 Academic Progress Rate Penalty Summary

Institution: Idaho State University

Date of Report: 05/02/2008

This report is based on data submitted by the institution for the 2003-04, 2004-05, 2005-06 and 2006 - 2007 academic years.

This report provides a summary of the teams identified at your institution that are subject to a contemporaneous penalty and/or historical penalty and their multiyear APR. The historical-penalty structure has a cumulative effect that continues to apply each year as a team progresses through the structure. Each year a team fails the historical-penalty review another stage of penalties will be added.

Sport	Multiyear APR	Contemporaneous Penalty	Historical Penalty - Occasion One	Historical Penalty - Occasion Two	Historical Penalty - Occasion Three	Historical Penalty - Occasion Four
Men's Tennis	898	N/A	Public notice.			

¹ Any contemporaneous penalty for the sports of cross country, indoor and/or outdoor track must count against the NCAA maximum team limit for cross country/track and field (i.e., 18 women's, 12.6 men's). If the institution sponsors cross country and does not sponsor track and field, the penalty counts against the NCAA maximum team limit for cross country (i.e., five men's, six women's).

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

University of Idaho
Spring 2008 APR Report Summary

The University of Idaho has a four-year average Academic Progress Rate (APR) over 16 sports of 952. This is the third highest per-sport average in the WAC and the highest per-sport average in the state of Idaho.

We sponsor 16 NCAA sports and of those, 13 currently maintain a 4-year average of at least 938. Among the 3 sports below the 925 contemporaneous –penalty cutline, men's basketball and football are subject to scholarship reductions. Men's cross country is currently below 925 but scored a perfect 1000 APR in the most recent reporting cycle, 2006-07, and is not subject to any APR penalties.

Men's Basketball had a single-year APR of 846 in 2006-07 and has a current multi-year rate of 880. The men's basketball program is restricted to 12 scholarships for 2008-09, down one from the NCAA limit of 13. The program is making significant progress and we anticipate a 2007-08 single year rate of 959. Our 4-year APR should then be at 899 and we should not be subject to historical penalties in 2009-10 due to our marked single-year improvement.

Football had a single year APR of 861 in 2006-07 and has a current multi-year rate of 904. The football program is restricted to 22 initial counters and 77 overall counters for 2008-09, down three and 8 from the respective NCAA limits. These scholarship reductions were expected and the decision to remove student-athletes from the program at the risk of negative APR publicity was done because of the University of Idaho's commitment to running a football program based on integrity and a commitment to developing true STUDENT-athletes.

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NCAA Division I 2006 - 2007 Academic Progress Rate

Public Report

Institution: University of Idaho

Date of Report: 05/02/2008

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2003-04, 2004-05, 2005-06, and 2006-07 academic years.

*[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, data cells containing three or fewer student-athletes have been suppressed and are indicated by an * symbol.]*

The following chart represents by-sport APR averages for noted subgroups.

Sport (N)	Multiyear APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I
By Sport - Men's									
Baseball (293)	NA	NA	NA	938	928	959	942	939	932
Basketball (337)	880	10th-20th	1st-10th	928	918	948	925	931	932
Cross Country (300)	911 ^{2 3}	1st-10th	1st-10th	963	955	980	964	962	967
Football (239)	904	10th-20th	1st-10th	934	925	958	936	931	NA
Fencing (20)	NA	NA	NA	977	961	986	974	987	961
Golf (291)	969	40th-50th	50th-60th	962	955	974	965	960	962
Gymnastics (16)	NA	NA	NA	973	971	989	972	1000	955
Ice Hockey (59)	NA	NA	NA	970	961	980	975	981	972

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

N/A = No APR or not applicable.

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NCAA Division I 2006 - 2007 Academic Progress Rate

Public Report

Institution: University of Idaho

Date of Report: 05/02/2008

Sport (N)	Multiyear APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Subdivision	Bowl	Football Championship Subdivision	Division I
Lacrosse (56)	NA	NA	NA	970	967	971	977		975	960
Skiing (13)	NA	NA	NA	967	959	987	955		985	957
Soccer (198)	NA	NA	NA	954	944	963	949		962	954
Swimming (140)	NA	NA	NA	967	960	978	964		970	968
Tennis (263)	942	20th-30th	20th-30th	961	954	974	963		962	961
Track, Indoor (249)	947	40th-50th	20th-30th	951	942	969	949		954	953
Track, Outdoor (270)	949	40th-50th	20th-30th	951	941	972	949		954	954
Volleyball (23)	NA	NA	NA	965	960	973	962		977	968
Water Polo (22)	NA	NA	NA	957	966	952	973		962	939
Wrestling (87)	NA	NA	NA	941	934	958	945		942	929
By Sport - Women's										
Basketball (335)	938	10th-20th	10th-20th	960	954	972	960		960	963
Bowling (29)	NA	NA	NA	941	933	960	958		933	966
Cross Country (331)	977	50th-60th	60th-70th	970	966	978	971		974	966
Fencing (23)	NA	NA	NA	974	950	987	981		991	956
Field Hockey (78)	NA	NA	NA	983	980	986	982		985	982

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NCAA Division I 2006 - 2007 Academic Progress Rate

Public Report

Institution: University of Idaho

Date of Report: 05/02/2008

Sport (N)	Multiyear APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Subdivision	Bowl	Football Championship Subdivision	Division I
Golf (238)	992	70th-80th	80th-90th	974	971	983	980		969	972
Gymnastics (64)	NA	NA	NA	981	980	989	983		988	972
Ice Hockey (34)	NA	NA	NA	978	970	982	984		983	979
Lacrosse (82)	NA	NA	NA	984	980	985	988		985	976
Rowing (84)	NA	NA	NA	985	979	991	980		991	988
Skiing (14)	NA	NA	NA	973	963	991	963		986	965
Soccer (310)	971	30th-40th	50th-60th	972	965	983	972		971	973
Softball (278)	NA	NA	NA	965	959	980	969		964	964
Swimming (193)	961	10th-20th	40th-50th	978	975	984	979		978	978
Tennis (315)	968	30th-40th	50th-60th	971	967	979	973		969	972
Track, Indoor (298)	983	70th-80th	70th-80th	963	957	978	963		968	961
Track, Outdoor (311)	972	50th-60th	50th-60th	964	958	978	964		969	962
Volleyball (321)	963	30th-40th	40th-50th	970	965	980	972		967	971
Water Polo (33)	NA	NA	NA	967	955	979	975		984	964
By Sport - Co-Ed										
Rifle (25)	NA	NA	NA	963	964	961	965		969	929

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NCAA Division I 2006 - 2007 Academic Progress Rate Penalty Summary

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This report provides a summary of the teams identified at your institution that are subject to a contemporaneous penalty and/or historical penalty and their multiyear APR. The historical-penalty structure has a cumulative effect that continues to apply each year as a team progresses through the structure. Each year a team fails the historical-penalty review another stage of penalties will be added.

Sport	Multiyear APR	Contemporaneous Penalty	Historical Penalty - Occasion One	Historical Penalty - Occasion Two	Historical Penalty - Occasion Three	Historical Penalty - Occasion Four
Men's Basketball	880	Limited to awarding 12 athletic scholarship renewals.	Public notice.			
Football	904	Limited to awarding 22 initial athletic scholarships. Limited to awarding 77 athletic scholarship renewals.				

¹ Any contemporaneous penalty for the sports of cross country, indoor and/or outdoor track must count against the NCAA maximum team limit for cross country/track and field (i.e., 18 women's, 12.6 men's). If the institution sponsors cross country and does not sponsor track and field, the penalty counts against the NCAA maximum team limit for cross country (i.e., five men's, six women's).

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

COLLEGE AND UNIVERSITIES OF THE STATE BOARD

SUBJECT

FY 2009 Intercollegiate Athletics Operating Budget Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section III.T.4.

BACKGROUND

Board policy states "...the institutions (will) submit a budget plan for the upcoming fiscal year beginning July 1 in a format prescribed by the Board office."

A common reporting format has been established for reporting intercollegiate athletic revenues and expenditures. Page 5 displays a four-part pie chart that shows FY09 revenue by fund source by institution, followed by the FY09 Board Limits on Allocation of Funds on page 6, and a two-part chart displaying selected athletic financial data on page 7.

Page 9 begins with worksheets for each institution displaying the following data:

- FY 07 Actual Expenditures (June 2007) – columns 1 & 2
- Latest FY 08 Estimate (May 2008) – columns 3 & 4
- Variance (\$ and %) comparing the FY 07 Actual with the latest FY 08 estimate – columns 5 & 6
- FY 09 Operating Budget (June 2008) – columns 7 & 8
- Variance (\$ & %) comparing the FY09 proposed Budget with the FY08 Estimate – columns 9 & 10

For each institution, revenue by source and expenditures by classification is reported, as is revenue and expenditures by general administration and sport.

DISCUSSION

Board policy establishes limits on the amount of funds the institutions can allocate to athletics from General Account and institutional funds. The institutions are all within the established limits.

IMPACT

Provides the Board with a report on the financial status of intercollegiate athletics for the current fiscal year and provides the operating budget for FY 09.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

ATTACHMENTS

FY09 Revenue by Source by Institution	3
FY09 Board Limits on Allocation of Funds	4
Student Fees, State and Institution Support % of Operating Revenues	5
Expenditures per Participant	5
FY07 Actual, Revised Estimates for FY08, and FY09 Operating Budgets:	
Boise State University	7
Idaho State University	11
University of Idaho State Board of Education	15
Lewis Clark State College	19

STAFF COMMENTS

Pages 5 and 6 of this section, Revenue by Source by Institution and Board Limits are the same as in previous years' agendas. Note that all four institutions are budgeting General Education and Institutional funds for athletics within their limits. The next page of two charts displays non-program revenue as a percentage of total athletic revenue and expenditures per varsity participant.

See "Background", above, for a definition of the columnar information in each institution's report. Board staff draws your attention to the two shaded sections: the first shaded area displays the difference and percentage change for each revenue and expense category between the FY 07 actuals and the FY 08 estimate; the second shaded area shows the difference and percentage between the latest FY 08 estimate and the proposed FY 09 budget.

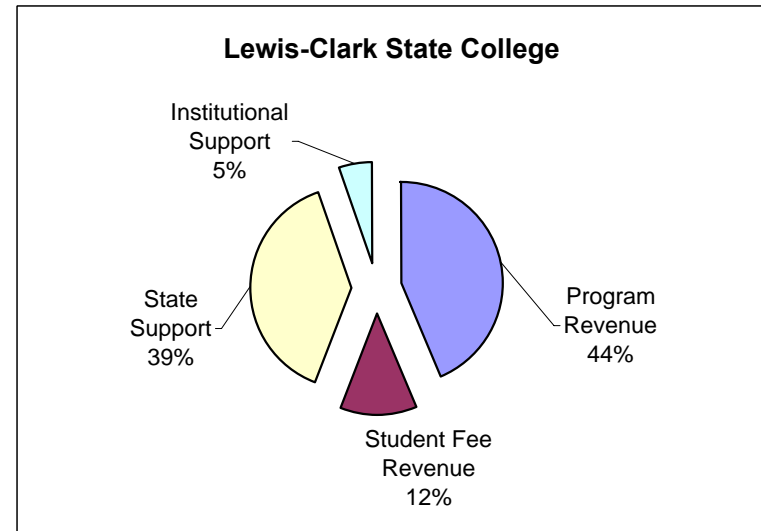
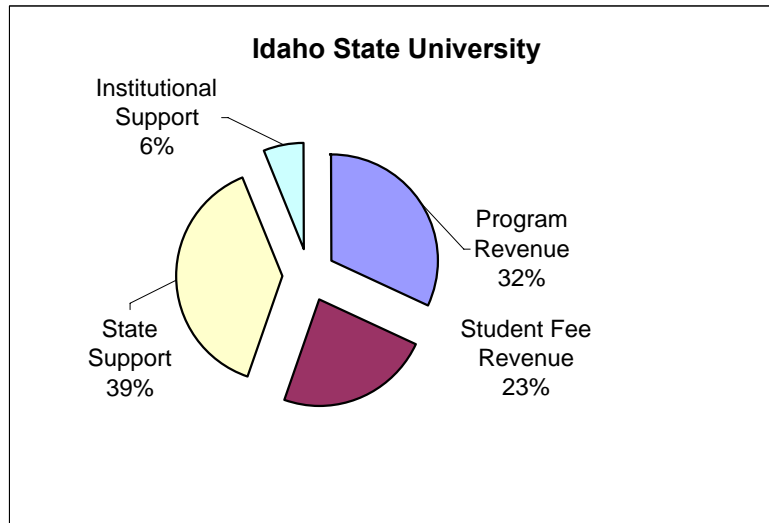
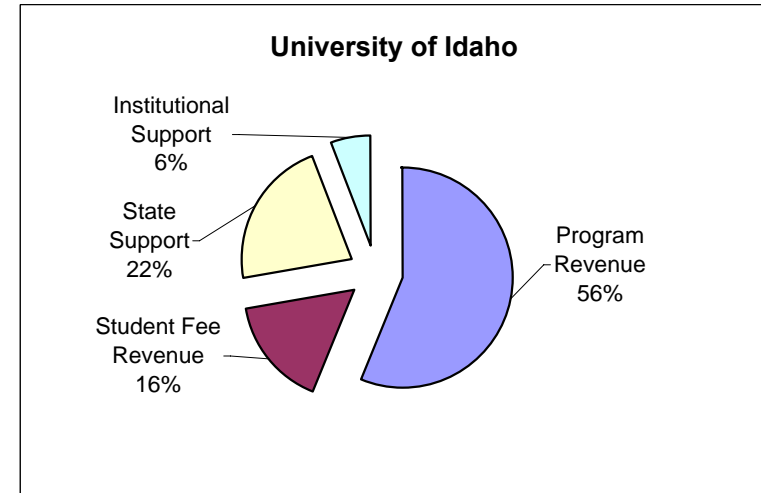
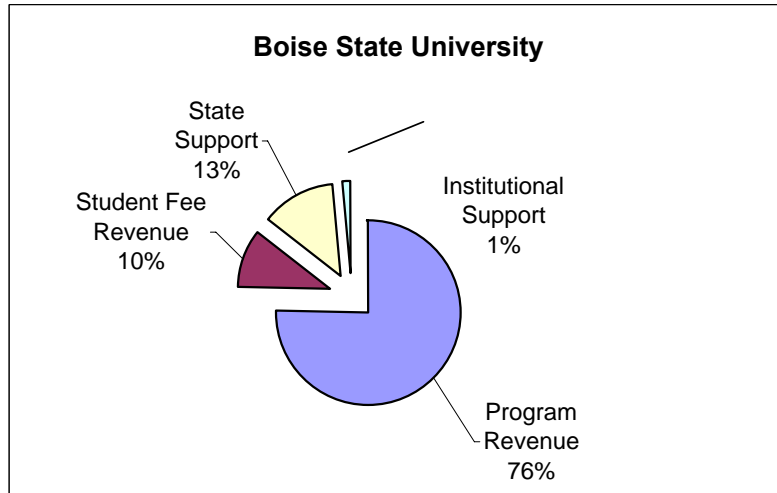
The expenditures per varsity participant continue to climb at each institution. This means that more resources are going toward athletics without a corresponding increase in student athlete participation.

BOARD ACTION

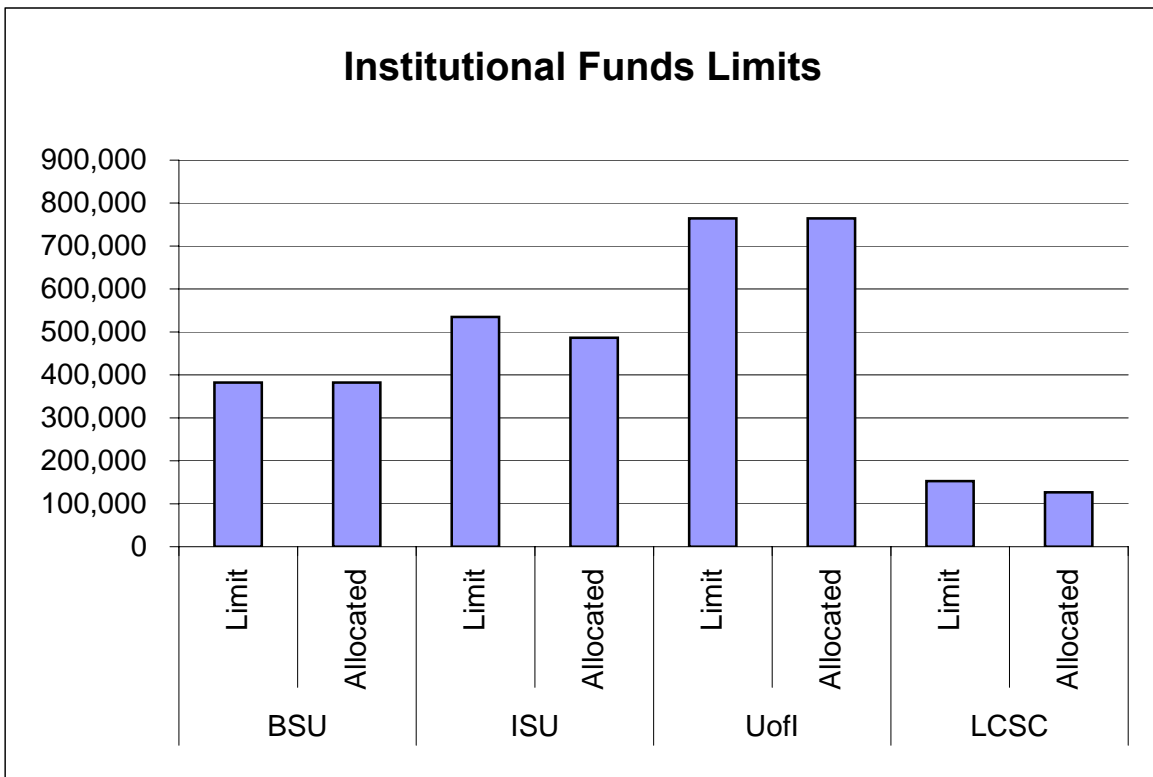
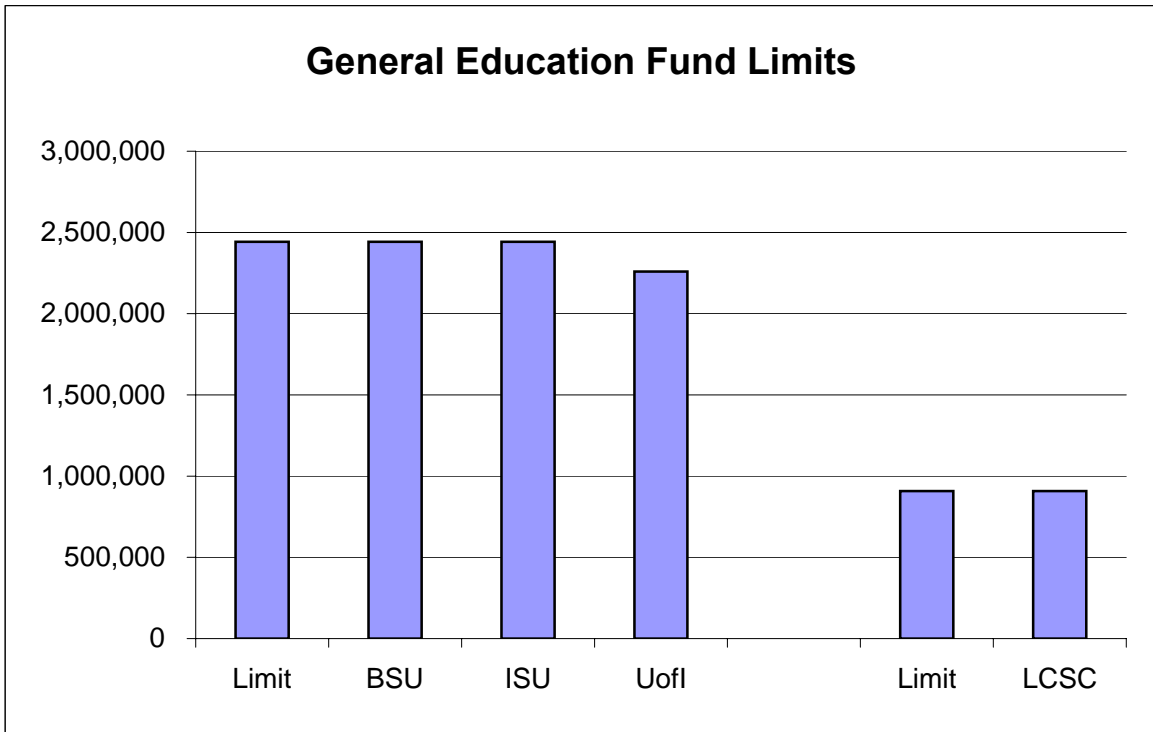
This item is for informational purposes only. Any action will be at the Board's discretion.

Intercollegiate Athletics

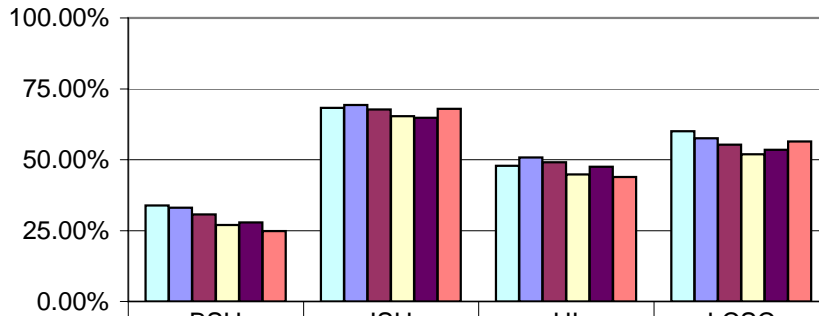
FY09 Revenue by Source by Institution



FY09 Board Limits on Allocation of Funds

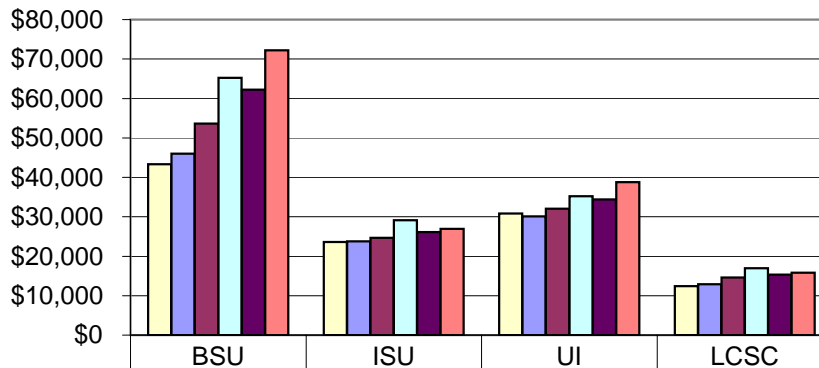


Student Fee/State & Institution Support as a % of Total Revenue



	BSU	ISU	UI	LCSC
FY04 Act.	33.90%	68.27%	47.85%	60.07%
FY05 Act.	33.06%	69.28%	50.80%	57.59%
FY06 Act.	30.68%	67.67%	49.06%	55.28%
FY07 Act.	27.00%	65.35%	44.76%	51.90%
FY08 Est.	27.90%	64.75%	47.46%	53.51%
FY09 Bud	24.84%	67.98%	43.92%	56.43%

Expenditures per Varsity Participant



	BSU	ISU	UI	LCSC
FY04 Act.	\$43,355	\$23,647	\$30,796	\$12,388
FY05 Act.	\$46,038	\$23,784	\$30,104	\$12,884
FY06 Act.	\$53,661	\$24,675	\$32,025	\$14,595
FY07 Act.	\$65,271	\$29,111	\$35,232	\$16,972
FY08 Est.	\$62,195	\$26,124	\$34,433	\$15,337
FY09 Bud	\$72,236	\$26,956	\$38,777	\$15,791

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Boise State University
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
1 Revenue:										
2 Program Revenue:										
3 Ticket Sales	4,430,742	17.50%	5,800,328	23.64%	1,369,586	30.91%	5,285,046	17.96%	(515,282)	-8.88%
4 Guarantees	415,650	1.64%	625,000	2.55%	209,350	50.37%	650,000	2.21%	25,000	4.00%
5 Contributions	3,522,400	13.91%	2,720,930	11.09%	(801,470)	-22.75%	7,538,041	25.62%	4,817,111	177.04%
6 NCAA/Conference/Tournaments	1,762,971	6.96%	2,074,599	8.45%	311,628	17.68%	1,535,523	5.22%	(539,076)	-25.98%
7 TV/Radio/Internet Rights	19,093	0.08%	48,850	0.20%	29,757	155.85%	99,525	0.34%	50,675	103.74%
8 Program/Novelty Sales, Concessionns, Parking	619,942	2.45%	723,970	2.95%	104,028	16.78%	812,524	2.76%	88,554	12.23%
9 Royalty, Advertisement, Sponsorship	1,850,843	7.31%	2,284,150	9.31%	433,307	23.41%	2,524,737	8.58%	240,587	10.53%
10 Endowment/Investment Income	414,287	1.64%	475,000	1.94%	60,713	14.65%	360,000	1.22%	(115,000)	-24.21%
11 Other	379,790	1.50%	351,025	1.43%	(28,765)	-7.57%	371,952	1.26%	20,927	5.96%
12 Total Program Revenue	13,415,718	52.99%	15,103,852	61.55%	1,688,134	12.58%	19,177,348	65.17%	4,073,496	26.97%
13 Non-Program Revenue:										
14 NCAA/Bowl/World Series	2,660,410	10.51%	414,000	1.69%	(2,246,410)	-84.44%	480,000	1.63%	66,000	15.94%
15 Student Fees	2,833,090	11.19%	2,535,233	10.33%	(297,857)	-10.51%	2,694,423	9.16%	159,190	6.28%
16 Direct State/Govt Support	2,201,200	8.70%	2,321,600	9.46%	120,400	5.47%	2,442,600	8.30%	121,000	5.21%
17 Gender Equity - Appropriated Funds	467,872	1.85%	783,872	3.19%	316,000	67.54%	976,872	3.32%	193,000	24.62%
18 Direct Institutional Support	444,500	1.76%	363,300	1.48%	(81,200)	-18.27%	382,200	1.30%	18,900	5.20%
19 Subtotal State/Institutional Support	3,113,572	12.30%	3,468,772	14.14%	355,200	11.41%	3,801,672	12.92%	332,900	9.60%
20 Total Non-Program Revenue	8,607,072	34.00%	6,418,005	26.16%	(2,189,067)	-25.43%	6,976,095	23.71%	558,090	8.70%
21 Subtotal Operating Revenue	22,022,790	86.99%	21,521,857	87.71%	(500,933)	-2.27%	26,153,443	88.88%	4,631,586	21.52%
22 Non-Cash Revenue										
23 Third Party Support	184,100	0.73%	198,150	0.81%	14,050	7.63%	184,100	0.63%	(14,050)	-7.09%
24 Indirect Institutional Support	1,770,143	6.99%	1,368,076	5.58%	(402,067)	-22.71%	1,288,499	4.38%	(79,577)	-5.82%
25 Non-Cash Revenue		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
26 Out-of-State Tuition Revenue	1,338,121	5.29%	1,449,975	5.91%	111,854	8.36%	1,800,960	6.12%	350,985	24.21%
27 Subtotal Non-Cash Revenue	3,292,364	13.01%	3,016,201	12.29%	(276,163)	-8.39%	3,273,559	11.12%	257,358	8.53%
28 Total Revenue:	25,315,154	100.00%	24,538,058	100.00%	(777,096)	-3.07%	29,427,002	100.00%	4,888,944	19.92%
29										
30 Expenditures										
31 Operating Expenditures:										
32 Athletics Student Aid	2,619,095	10.58%	3,230,128	13.16%	611,033	23.33%	3,510,059	11.93%	279,931	8.67%
33 Guarantees	485,980	1.96%	645,000	2.63%	159,020	32.72%	556,000	1.89%	(89,000)	-13.80%
34 Coaching Salary/Benefits	4,574,184	18.47%	4,995,653	20.36%	421,469	9.21%	6,049,764	20.56%	1,054,111	21.10%
35 Admin Staff Salary/Benefits	3,377,832	13.64%	3,924,344	15.99%	546,512	16.18%	4,398,188	14.95%	473,844	12.07%
36 Severence Payments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Recruiting	349,514	1.41%	351,700	1.43%	2,186	0.63%	346,700	1.18%	(5,000)	-1.42%
38 Team Travel	1,505,170	6.08%	1,636,727	6.67%	131,557	8.74%	1,904,289	6.47%	267,562	16.35%
39 Equipment, Uniforms and Supplies	1,085,182	4.38%	1,364,292	5.56%	279,110	25.72%	896,361	3.05%	(467,931)	-34.30%
40 Game Expenses	529,418	2.14%	537,386	2.19%	7,968	1.51%	723,060	2.46%	185,674	34.55%
41 Fund Raising, Marketing, Promotion	407,156	1.64%	371,037	1.51%	(36,119)	-8.87%	425,737	1.45%	54,700	14.74%
42 Direct Facilities/Maint/Rentals	1,292,903	5.22%	1,538,696	6.27%	245,793	19.01%	1,802,309	6.13%	263,613	17.13%
43 Debt Service on Facilities	1,373,856	5.55%	1,231,878	5.02%	(141,978)	-10.33%	4,113,649	13.98%	2,881,771	233.93%
44 Spirit Groups	70,057	0.28%	61,320	0.25%	(8,737)	-12.47%	57,294	0.19%	(4,026)	-6.57%
45 Medical Expenses & Insurance	65,304	0.26%	83,530	0.34%	18,226	27.91%	48,550	0.17%	(34,980)	-41.88%
46 Memberships & Dues	478,007	1.93%	502,738	2.05%	24,731	5.17%	512,513	1.74%	9,775	1.94%
47 NCAA/Special Event/Bowls	2,667,854	10.77%	448,442	1.83%	(2,219,412)	-83.19%	185,450	0.63%	(262,992)	-58.65%
48 Other Operating Expenses	596,564	2.39%	596,699	2.43%	4,135	0.70%	619,606	2.11%	22,907	3.84%
49 Subtotal Operating Expenditures	21,474,076	86.71%	21,519,570	87.71%	45,494	-0.21%	26,149,529	88.87%	4,629,959	21.52%
50 Non-Cash Expenditures										
51 3rd Party Coaches Compensation	184,100	0.74%	198,150	0.81%	14,050	7.63%	184,100	0.63%	(14,050)	-7.09%
52 3rd Party Admin Staff Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
53 Indirect Facilities & Admin Support	1,770,143	7.15%	1,368,076	5.58%	(402,067)	-22.71%	1,288,499	4.38%	(79,577)	-5.82%
54 Non-Cash Expense		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
55 Out-of-State Tuition Expense	1,338,121	5.40%	1,449,975	5.91%	111,854	8.36%	1,800,960	6.12%	350,985	24.21%
56 Subtotal Non-Cash Expenditures	3,292,364	13.29%	3,016,201	12.29%	(276,163)	-8.39%	3,273,559	11.13%	257,358	8.53%
57 Total Expenditures:	24,766,440	100.00%	24,535,771	100.00%	(230,669)	-0.93%	29,423,088	100.00%	4,887,317	19.92%

Boise State University
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
58										
59 Net Income/(deficit)	548,714		2,287		(546,427)	-99.58%	3,914		1,627	71.14%
60										
61 Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)	776,252		778,539		2,287	0.29%	782,453		3,914	0.50%
62										
63 Sport Camps & Clinics										
64 Revenue	757,310		400,000		(357,310)	-47.18%	400,000	1.36%	0	0.00%
65 Coach Compensation from Camp	182,917		150,000		(32,917)	-18.00%	150,000	0.51%	0	0.00%
66 Camp Expenses	256,806		250,000		(6,806)	-2.65%	250,000	0.85%	0	0.00%
67 Total Expenses	439,723		400,000		(39,723)	-9.03%	400,000	1.36%	0	0.00%
68										
69 Net Income from Camps	560,717		0		(560,717)	-100.00%	0		0	0.00%
70 NET BCS BOWL PROCEED RECONCILIATION - 2007										
71 Revenue from WAC Conference	4,551,602									
72 Comp tickets less mailing revenue & handling fees	(16,215)									
73 Net Revenue	4,535,387									
74 Expenses and contractual pmts incurred by BSU Athletic Dept	(1,441,409)									
75 Cash commitment to Stadium Suite project	(2,200,000)									
76 Reserve for Future	(500,000)									
77 Net Bowl proceeds to Athletic Department	(393,978)									
78 Net Expenses	(4,535,387)									

Boise State University
Intercollegiate Athletics Report
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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
Revenue by Program:										
1 General Revenue:										
2 Student Fees	2,833,090	12.86%	2,535,233	11.78%	(297,857)	-10.51%	2,694,423	10.30%	159,190	6.28%
3 Contributions	3,522,400	15.99%	2,720,930	12.64%	(801,470)	-22.75%	7,538,041	28.82%	4,817,111	177.04%
4 State Support	2,201,200	10.00%	2,321,600	10.79%	120,400	5.47%	2,442,600	9.34%	121,000	5.21%
5 Institutional Gender Equity	467,872	2.12%	783,872	3.64%	316,000	67.54%	976,872	3.74%	193,000	24.62%
6 Institutional Support	444,500	2.02%	363,300	1.69%	(81,200)	-18.27%	382,200	1.46%	18,900	5.20%
7 NCAA/Conference	1,762,971	8.01%	2,074,599	9.64%	311,628	17.68%	1,535,523	5.87%	(539,076)	-25.98%
8 TV/Radio/Internet	19,093	0.09%	48,850	0.23%	29,757	155.85%	99,525	0.38%	50,675	103.74%
9 Concessions/program/etc.	619,942	2.82%	723,970	3.36%	104,028	16.78%	812,524	3.11%	88,554	12.23%
10 Advertising/sponsorship/Royalty	1,850,843	8.40%	2,284,150	10.61%	433,307	23.41%	2,524,737	9.65%	240,587	10.53%
11 Endowments	414,287	1.88%	475,000	2.21%	60,713	14.65%	360,000	1.38%	(115,000)	-24.21%
12 NCAA/Bowl/World Series	2,660,410	12.08%	414,000	1.92%	(2,246,410)	-84.44%	480,000	1.84%	66,000	15.94%
13 Other	379,790	1.72%	351,025	1.63%	(28,765)	-7.57%	371,952	1.42%	20,927	5.96%
14 Total General Revenue	17,176,398	77.99%	15,096,529	70.15%	(2,079,869)	-12.11%	20,218,397	77.31%	5,121,868	33.93%
15 Revenue By Sport:										
16 Men's Programs:										
17 Football										
18 Ticket Sales	3,813,464	17.32%	5,041,724	23.43%	1,228,260	32.21%	4,583,404	17.53%	(458,320)	-9.09%
19 Game Guarantees	350,000	1.59%	625,000	2.90%	275,000	78.57%	650,000	2.49%	25,000	4.00%
20 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21 Basketball										
22 Ticket Sales	558,700	2.54%	712,625	3.31%	153,925	27.55%	656,881	2.51%	(55,744)	-7.82%
23 Game Guarantees	65,000	0.30%		0.00%	(65,000)	-100.00%		0.00%	0	0.00%
24 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25 Track & Field/Cross Country										
26 Tennis	5,486	0.01%	1,944	0.01%	(58)	-2.90%	2,323	0.01%	379	19.50%
27 Baseball Ticket Sales										
28 Wrestling	5,911	0.03%	3,240	0.02%	(2,671)	-45.19%		0.00%	(3,240)	-100.00%
29 Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
31 Total Men's Sport Revenue	4,800,563	21.80%	6,384,533	29.67%	1,583,970	33.00%	5,896,479	22.55%	(488,054)	-7.64%
32 Women's Programs										
33 Volleyball										
34 Ticket Sales	6,005	0.03%	5,831	0.03%	(174)	-2.90%	6,968	0.03%	1,137	19.50%
35 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
36 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Basketball										
38 Ticket Sales	28,926	0.13%	24,380	0.11%	(4,546)	-15.72%	18,952	0.07%	(5,428)	-22.26%
39 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
40 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
41 Track & Field/Cross Country										
42 Tennis	2,002	0.01%	1,944	0.01%	(58)	-2.90%	2,323	0.01%	379	19.50%
43 Gymnastics										
44 Golf	4,448	0.02%	4,320	0.02%	(128)	-2.88%	10,324	0.04%	6,004	138.98%
45 Soccer	4,448	0.02%	4,320	0.02%	(128)	-2.88%		0.00%	(4,320)	-100.00%
46 Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
47 Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
48 Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
49 Total Women's Sport Rev	45,829	0.21%	40,795	0.19%	(5,034)	-10.98%	38,567	0.15%	(2,228)	-5.46%
50 Total Revenue	22,022,790	100.00%	21,521,857	100.00%	(500,933)	-2.27%	26,153,443	100.00%	4,631,586	21.52%

Boise State University
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
51 Expenditures by Sport										
52 Administrative and General										
53 Athletic Director Office	1,078,224	5.02%	1,185,858	5.51%	107,634	9.98%	1,289,593	4.93%	103,735	8.75%
54 Fund Raising Office	561,839	2.62%	745,060	3.46%	183,221	32.61%	702,591	2.69%	(42,469)	-5.70%
55 Academics Support	572,738	2.67%	786,254	3.65%	213,516	37.28%	850,538	3.25%	64,284	8.18%
56 Media Relations	311,835	1.45%	340,644	1.58%	28,809	9.24%	354,001	1.35%	13,357	3.92%
57 Marketing and Promotions	430,086	2.00%	435,250	2.02%	5,164	1.20%	588,078	2.25%	152,828	35.11%
58 Ticket Office	240,341	1.12%	781,426	3.63%	541,085	225.13%	303,344	1.16%	(478,082)	-61.18%
59 Athletic Training Room	407,214	1.90%	523,356	2.43%	116,142	28.52%	525,875	2.01%	2,519	0.48%
60 Memberships and Dues	478,007	2.23%	502,738	2.34%	24,731	5.17%	512,513	1.96%	9,775	1.94%
61 Facilities Mtn & Debt Service	2,625,603	12.23%	2,519,143	11.71%	(106,460)	-4.05%	5,843,659	22.35%	3,324,516	131.97%
62 Capital Improvements	665,311	3.10%	929,655	4.32%	264,344	39.73%	1,012,560	3.87%	82,905	8.92%
63 NCAA/Special Event/Bowls	2,667,854	12.42%	448,442	2.08%	(2,219,412)	-83.19%	185,450	0.71%	(262,992)	-58.65%
64 Other Miscellaneous	1,605,343	7.48%	1,546,081	7.18%	(59,262)	-3.69%	1,782,338	6.82%	236,257	15.28%
65 Total Admin & General	11,644,395	54.23%	10,743,907	49.93%	(900,488)	-7.73%	13,950,540	53.35%	3,206,633	29.85%
66										
67 Men's Programs:										
68 Football	4,644,875	21.63%	5,101,585	23.71%	456,710	9.83%	5,552,851	21.23%	451,266	8.85%
69 Basketball	1,124,670	5.24%	1,059,690	4.92%	(64,980)	-5.78%	1,246,693	4.77%	187,003	17.65%
70 Track & Field/Cross Country	331,223	1.54%	368,889	1.71%	37,666	11.37%	416,132	1.59%	47,243	12.81%
71 Tennis	273,000	1.27%	293,156	1.36%	20,156	7.38%	296,720	1.13%	3,564	1.22%
72 Baseball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
73 Wrestling	321,041	1.50%	372,665	1.73%	51,624	16.08%	407,868	1.56%	35,203	9.45%
74 Golf	144,336	0.67%	161,314	0.75%	16,978	11.76%	150,081	0.57%	(11,233)	-6.96%
75 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
76 Rodeo		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
77 Total Men's Programs	6,839,145	31.85%	7,357,299	34.19%	518,154	7.58%	8,070,345	30.86%	713,046	9.69%
78										
79 Women's Programs										
80 Volleyball	478,642	2.23%	485,805	2.26%	7,163	1.50%	509,517	1.95%	23,712	4.88%
81 Basketball	651,090	3.03%	789,289	3.67%	138,199	21.23%	976,812	3.74%	187,523	23.76%
82 Track & Field/Cross Country	387,008	1.80%	430,668	2.00%	43,660	11.28%	484,140	1.85%	53,472	12.42%
83 Tennis	233,531	1.09%	262,550	1.22%	29,019	12.43%	268,995	1.03%	6,445	2.45%
84 Gymnastics	436,812	2.03%	415,630	1.93%	(21,182)	-4.85%	453,486	1.73%	37,856	9.11%
85 Golf	196,611	0.92%	195,259	0.91%	(1,352)	-0.69%	183,923	0.70%	(11,336)	-5.81%
86 Soccer	388,377	1.81%	432,866	2.01%	44,489	11.46%	428,548	1.64%	(4,318)	-1.00%
87 Softball		0.00%		0.00%	0	0.00%	418,854	1.60%	418,854	100.00%
88 Skiing	6,157	0.03%		0.00%	(6,157)	-100.00%		0.00%	0	0.00%
89 Swimming	212,308	0.99%	406,297	1.89%	193,989	91.37%	404,369	1.55%	(1,928)	-0.47%
90 Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91 Total Women's Programs	2,990,536	13.93%	3,418,364	15.88%	427,828	14.31%	4,128,644	15.79%	710,280	20.78%
92										
93 Total Expenditures	21,474,076	100.00%	21,519,570	100.00%	45,494	0.21%	26,149,529	100.00%	4,629,959	21.52%

Idaho State University
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
1 Revenue:										
2 Program Revenue:										
3 Ticket Sales	328,546	3.57%	366,509	3.83%	37,963	11.55%	350,600	3.57%	(15,909)	-4.34%
4 Guarantees	562,000	6.11%	644,000	6.73%	82,000	14.59%	729,500	7.43%	85,500	13.28%
5 Contributions	518,339	5.63%	466,400	4.87%	(51,939)	-10.02%	335,500	3.42%	(130,900)	-28.07%
6 NCAA/Conference/Tournaments	493,850	5.37%	473,825	4.95%	(20,025)	-4.05%	426,000	4.34%	(47,825)	-10.09%
7 TV/Radio/Internet Rights	9,692	0.11%	6,307	0.07%	(3,384)	-34.92%	5,000	0.05%	(1,307)	-20.73%
8 Program/Novelty Sales, Concessionns, Parking	17,534	0.19%	38,631	0.40%	21,097	120.32%	17,500	0.18%	(21,131)	-54.70%
9 Royalty, Advertisement, Sponsorship	551,818	6.00%	580,000	6.06%	28,182	5.11%	615,000	6.27%	35,000	6.03%
10 Endowment/Investment Income	23,870	0.26%	28,910	0.30%	5,040	21.11%	28,910	0.29%	0	0.00%
11 Other	112,284	1.22%	220,214	2.30%	107,931	96.12%	60,069	0.61%	(160,145)	-72.72%
12 Total Program Revenue	2,617,932	28.45%	2,824,796	29.51%	206,864	7.90%	2,568,079	26.17%	(256,717)	-9.09%
13 Non-Program Revenue:										
14 NCAA/Bowl/World Series	50,960	0.55%	2,000	0.02%	(48,960)	-96.08%		0.00%	(2,000)	-100.00%
15 Student Fees	1,839,156	19.98%	1,800,500	18.81%	(38,656)	-2.10%	1,875,260	19.11%	74,760	4.15%
16 Direct State/Govt Support	2,201,200	23.92%	2,321,600	24.25%	120,400	5.47%	2,442,600	24.89%	121,000	5.21%
17 Gender Equity - Appropriated Funds	626,500	6.81%	646,500	6.75%	20,000	3.19%	646,500	6.59%	0	0.00%
18 Direct Institutional Support	365,600	3.97%	423,300	4.42%	57,700	15.78%	486,600	4.96%	63,300	14.95%
19 Subtotal State/Institutional Support	3,193,300	34.70%	3,391,400	35.42%	198,100	6.20%	3,575,700	36.44%	184,300	5.43%
20 Total Non-Program Revenue	5,083,416	55.23%	5,193,900	54.25%	110,484	2.17%	5,450,960	55.55%	257,060	4.95%
21 Subtotal Operating Revenue	7,701,348	83.68%	8,018,696	83.76%	317,348		8,019,039	81.71%	343	
22 Non-Cash Revenue										
23 Third Party Support	30,005	0.33%	30,000	0.31%	(5)	-0.02%	30,000	0.31%	0	0.00%
24 Indirect Institutional Support		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25 Non-Cash Revenue	566,206	6.15%	570,000	5.95%	3,794	0.67%	550,000	5.60%	(20,000)	-3.51%
26 Out-of-State Tuition Revenue	905,919	9.84%	955,240	9.98%	49,321	5.44%	1,214,408	12.37%	259,168	27.13%
27 Subtotal Non-Cash Revenue	1,502,130	16.32%	1,555,240	16.24%	53,110	3.54%	1,794,408	18.29%	239,168	15.38%
28 Total Revenue:	9,203,478	100.00%	9,573,936	100.00%	370,459	4.03%	9,813,447	100.00%	239,511	2.50%
29										
30 Expenditures										
31 Operating Expenditures:										
32 Athletics Student Aid	1,768,404	17.68%	1,666,311	17.74%	(102,093)	-5.77%	1,783,435	18.40%	117,124	7.03%
33 Guarantees	78,839	0.79%	58,500	0.62%	(20,339)	-25.80%	54,500	0.56%	(4,000)	-6.84%
34 Coaching Salary/Benefits	1,738,418	17.38%	1,777,787	18.93%	39,369	2.26%	1,917,919	19.79%	140,132	7.88%
35 Admin Staff Salary/Benefits	1,553,199	15.53%	1,503,035	16.00%	(50,164)	-3.23%	1,435,645	14.81%	(67,390)	-4.48%
36 Severence Payments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Recruiting	301,128	3.01%	232,507	2.48%	(68,621)	-22.79%	206,810	2.13%	(25,697)	-11.05%
38 Team Travel	895,509	8.95%	783,500	8.34%	(112,009)	-12.51%	808,860	8.35%	25,360	3.24%
39 Equipment, Uniforms and Supplies	399,028	3.99%	203,270	2.16%	(195,758)	-49.06%	251,644	2.60%	48,374	23.80%
40 Game Expenses	265,853	2.66%	227,505	2.42%	(38,348)	-14.42%	246,160	2.54%	18,655	8.20%
41 Fund Raising, Marketing, Promotion	215,429	2.15%	226,500	2.41%	11,071	5.14%	170,448	1.76%	(56,052)	-24.75%
42 Direct Facilities/Maint/Rentals	172,966	1.73%	162,511	1.73%	(10,455)	-6.04%	141,324	1.46%	(21,187)	-13.04%
43 Debt Service on Facilities		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44 Spirit Groups	200,091	2.00%	50,237	0.53%	(149,854)	-74.89%	42,437	0.44%	(7,800)	-15.53%
45 Medical Expenses & Insurance	307,129	3.07%	325,010	3.46%	17,881	5.82%	325,010	3.35%	0	0.00%
46 Memberships & Dues	46,033	0.46%	46,000	0.49%	(33)	-0.07%	51,000	0.53%	5,000	10.87%
47 NCAA/Special Event/Bowls	46,595	0.47%	2,000	0.02%	(44,595)	-95.71%		0.00%	(2,000)	-100.00%
48 Other Operating Expenses	511,704	5.12%	572,523	6.10%	60,819	11.89%	462,847	4.78%	(109,676)	-19.16%
49 Subtotal Operating Expenditures	8,500,325	84.98%	7,837,196	83.44%	(663,129)	-108.71%	7,898,039	81.49%	60,843	20.28%
50 Non-Cash Expenditures										
51 3rd Party Coaches Compensation	27,505	0.27%	27,500	0.29%	(5)	-0.02%	27,500	0.28%	0	0.00%
52 3rd Party Admin Staff Compensation	2,500	0.02%	2,500	0.03%	0	0.00%	2,500	0.03%	0	0.00%
53 Indirect Facilities & Admin Support		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
54 Non-Cash Expense	566,206	5.66%	570,000	6.07%	3,794	0.67%	550,000	5.67%	(20,000)	-3.51%
55 Out-of-State Tuition Expense	905,919	9.06%	955,240	10.17%	49,321	5.44%	1,214,408	12.53%	259,168	27.13%
56 Subtotal Non-Cash Expenditures	1,502,130	15.02%	1,555,240	16.56%	53,110	-8.71%	1,794,408	18.51%	239,168	79.72%
57 Total Expenditures:	10,002,455	100.00%	9,392,436	100.00%	(610,019)	-6.10%	9,692,447	100.00%	300,011	3.19%

**Idaho State University
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
58										
59 Net Income/(deficit)	(798,977)		181,500		980,477	-122.72%	121,000		(60,500)	-33.33%
60										
61 Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)	(137,734)		43,766		181,500	-131.78%	164,766		121,000	276.47%
62										
63 Sport Camps & Clinics										
64 Revenue	168,462		150,000		(18,462)	-10.96%	150,000	1.55%	0	0.00%
65 Coach Compensation from Camp	97,398		90,000		(7,398)	-7.60%	90,000	0.93%	0	0.00%
66 Camp Expenses	82,432		60,000		(22,432)	-27.21%	60,000	0.62%	0	0.00%
67 Total Expenses	179,830		150,000		(29,830)	-16.59%	150,000	1.55%	0	0.00%
68										
69 Net Income from Camps	-11,369		0		11,369	-100.00%	0		0	0.00%

Idaho State University
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
Revenue by Program:											
1	General Revenue:										
2	Student Fees	1,839,156	23.88%	1,800,500	22.45%	(38,656)	-2.10%	1,875,260	23.39%	74,760	4.15%
3	Contributions	518,339	6.73%	466,400	5.82%	(51,939)	-10.02%	335,500	4.18%	(130,900)	-28.07%
4	State Support	2,201,200	28.58%	2,321,600	28.95%	120,400	5.47%	2,442,600	30.46%	121,000	5.21%
5	Institutional Gender Equity	626,500	8.13%	646,500	8.06%	20,000	3.19%	646,500	8.06%	0	0.00%
6	Institutional Support	365,600	4.75%	423,300	5.28%	57,700	15.78%	486,600	6.07%	63,300	14.95%
7	NCAA/Conference	493,850	6.41%	473,825	5.91%	(20,025)	-4.05%	426,000	5.31%	(47,825)	-10.09%
8	TV/Radio/Internet	9,692	0.13%	6,307	0.08%	(3,384)	-34.92%	5,000	0.06%	(1,307)	-20.73%
9	Concessions/program/etc.	17,534	0.23%	38,631	0.48%	21,097	120.32%	17,500	0.22%	(21,131)	-54.70%
10	Advertising/sponsorship/Royalty	551,818	7.17%	580,000	7.23%	28,182	5.11%	615,000	7.67%	35,000	6.03%
11	Endowments	23,870	0.31%	28,910	0.36%	5,040	21.11%	28,910	0.36%	0	0.00%
12	NCAA/Bowl/World Series	50,960	0.66%	2,000	0.02%	(48,960)	-96.08%	0	0.00%	(2,000)	-100.00%
13	Other	102,189	1.33%	220,214	2.75%	118,026	115.50%	60,069	0.75%	(160,145)	-72.72%
14	Total General Revenue	6,800,707	88.31%	7,008,187	87.40%	207,480	3.05%	6,938,939	86.53%	(69,248)	-0.99%
15	Revenue By Sport:										
16	Men's Programs:										
17	Football										
18	Ticket Sales	169,071	2.20%	195,218	2.43%	26,147	15.47%	170,000	2.12%	(25,218)	-12.92%
19	Game Guarantees	325,000	4.22%	300,000	3.74%	(25,000)	-7.69%	405,000	5.05%	105,000	35.00%
20	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21	Basketball										
22	Ticket Sales	120,288	1.56%	129,499	1.61%	9,211	7.66%	150,000	1.87%	20,501	15.83%
23	Game Guarantees	225,000	2.92%	315,000	3.93%	90,000	40.00%	305,000	3.80%	(10,000)	-3.17%
24	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25	Track & Field/Cross Country	4,605	0.06%	4,136	0.05%	(469)	-10.18%	2,000	0.02%	(2,136)	-51.64%
26	Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
27	Baseball Ticket Sales		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
28	Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
29	Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30	Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
31	Total Men's Sport Revenue	843,964	10.96%	943,853	11.77%	99,889	11.84%	1,032,000	12.87%	88,147	9.34%
32	Women's Programs										
33	Volleyball										
34	Ticket Sales	3,198	0.04%	3,063	0.04%	(135)	-4.22%	3,200	0.04%	137	4.47%
35	Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
36	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37	Basketball										
38	Ticket Sales	15,018	0.20%	27,752	0.35%	12,734	84.79%	18,400	0.23%	(9,352)	-33.70%
39	Game Guarantees	11,000	0.14%	23,000	0.29%	12,000	109.09%	19,500	0.24%	(3,500)	-15.22%
40	Other (Tourn/Bowl/Conf)	14,295	0.19%	0	0.00%	(14,295)	-100.00%		0.00%	0	0.00%
41	Track & Field/Cross Country	4,605	0.06%	4,136	0.05%	(469)	-10.18%	2,000	0.02%	(2,136)	-51.64%
42	Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
43	Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44	Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45	Soccer	7,561	0.10%	3,705	0.05%	(3,856)	-51.00%	5,000	0.06%	1,295	34.95%
46	Softball	1,000	0.01%	5,000	0.06%	4,000	400.00%		0.00%	(5,000)	-100.00%
47	Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
48	Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
49	Total Women's Sport Rev	56,677	0.74%	66,656	0.83%	9,979	17.61%	48,100	0.60%	(18,556)	-27.84%
50	Total Revenue	7,701,348	100.00%	8,018,696	100.00%	317,348	4.12%	8,019,039	100.00%	343	0.00%

Idaho State University
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
51 Expenditures by Sport										
52 Administrative and General										
53 Athletic Director Office	841,585	9.90%	870,677	11.11%	29,092	3.46%	719,052	9.10%	(151,625)	-17.41%
54 Fund Raising Office	222,109	2.61%	188,486	2.41%	(33,623)	-15.14%	191,360	2.42%	2,874	1.52%
55 Academics Support	244,515	2.88%	195,420	2.49%	(49,095)	-20.08%	190,950	2.42%	(4,470)	-2.29%
56 Media Relations	199,474	2.35%	165,804	2.12%	(33,670)	-16.88%	206,328	2.61%	40,524	24.44%
57 Marketing and Promotions	277,479	3.26%	158,485	2.02%	(118,994)	-42.88%	178,981	2.27%	20,496	12.93%
58 Ticket Office		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
59 Athletic Training Room	208,738	2.46%	271,928	3.47%	63,190	30.27%	282,337	3.57%	10,409	3.83%
60 Memberships and Dues	46,033	0.54%	46,000	0.59%	(33)	-0.07%	46,000	0.58%	0	0.00%
61 Facilities Mtn & Debt Service	85,000	1.00%	85,000	1.08%	0	0.00%	85,000	1.08%	0	0.00%
62 Capital Improvements		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
63 NCAA/Special Event/Bowls	46,595	0.55%	2,000	0.03%	(44,595)	-95.71%		0.00%	(2,000)	-100.00%
64 Other Miscellaneous	790,456	9.30%	637,487	8.13%	(152,969)	-19.35%	570,359	7.22%	(67,128)	-10.53%
65 Total Admin & General	2,961,984	34.85%	2,621,287	33.45%	(340,697)	-11.50%	2,470,367	31.28%	(150,920)	-5.76%
66										
67 Men's Programs:										
68 Football	1,953,471	22.98%	1,829,625	23.35%	(123,846)	-6.34%	1,885,790	23.88%	56,165	3.07%
69 Basketball	823,675	9.69%	761,429	9.72%	(62,246)	-7.56%	843,551	10.68%	82,122	10.79%
70 Track & Field/Cross Country	310,031	3.65%	291,865	3.72%	(18,166)	-5.86%	287,149	3.64%	(4,716)	-1.62%
71 Tennis	95,857	1.13%	95,879	1.22%	22	0.02%	97,874	1.24%	1,995	2.08%
72 Baseball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
73 Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
74 Golf	91,870	1.08%	83,096	1.06%	(8,774)	-9.55%	14,315	0.18%	(68,781)	-82.77%
75 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
76 Rodeo		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
77 Total Men's Programs	3,274,904	38.53%	3,061,894	39.07%	(213,010)	-6.50%	3,128,679	39.61%	66,785	2.18%
78										
79 Women's Programs										
80 Volleyball	356,805	4.20%	329,750	4.21%	(27,055)	-7.58%	366,522	4.64%	36,772	11.15%
81 Basketball	598,824	7.04%	599,128	7.64%	304	0.05%	634,121	8.03%	34,993	5.84%
82 Track & Field/Cross Country	385,315	4.53%	342,406	4.37%	(42,909)	-11.14%	375,409	4.75%	33,003	9.64%
83 Tennis	123,439	1.45%	111,385	1.42%	(12,054)	-9.77%	111,221	1.41%	(164)	-0.15%
84 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
85 Golf	112,107	1.32%	103,909	1.33%	(8,198)	-7.31%	102,023	1.29%	(1,886)	-1.82%
86 Soccer	357,435	4.20%	364,894	4.66%	7,459	2.09%	413,305	5.23%	48,411	13.27%
87 Softball	329,512	3.88%	302,543	3.86%	(26,969)	-8.18%	296,392	3.75%	(6,151)	-2.03%
88 Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
89 Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
90 Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91 Total Women's Programs	2,263,437	26.63%	2,154,015	27.48%	(109,422)	-4.83%	2,298,993	29.11%	144,978	6.73%
92										
93 Total Expenditures	8,500,325	100.00%	7,837,196	100.00%	(663,129)	-7.80%	7,898,039	100.00%	60,843	0.78%

University of Idaho
Intercollegiate Athletics Report
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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
1 Revenue:										
2 Program Revenue:										
3 Ticket Sales	645,308	4.39%	425,005	2.88%	(220,303)	-34.14%	585,000	3.66%	159,995	37.65%
4 Guarantees	1,285,000	8.73%	1,164,000	7.89%	(121,000)	-9.42%	965,000	6.04%	(199,000)	-17.10%
5 Contributions	2,221,176	15.09%	2,426,325	16.44%	205,149	9.24%	3,687,975	23.09%	1,261,650	52.00%
6 NCAA/Conference/Tournaments	1,505,558	10.23%	1,414,765	9.59%	(90,793)	-6.03%	1,207,000	7.56%	(207,765)	-14.69%
7 TV/Radio/Internet Rights	150,000	1.02%	160,000	1.08%	10,000	6.67%	150,000	0.94%	(10,000)	-6.25%
8 Program/Novelty Sales, Concessionns, Parking	67,428	0.46%	42,000	0.28%	(25,428)	-37.71%	42,000	0.26%	0	0.00%
9 Royalty, Advertisement, Sponsorship	361,817	2.46%	264,250	1.79%	(97,567)	-26.97%	323,000	2.02%	58,750	22.23%
10 Endowment/Investment Income	220,184	1.50%	247,000	1.67%	26,816	12.18%	295,000	1.85%	48,000	19.43%
11 Other	223,157	1.52%	44,200	0.30%	(178,957)	-80.19%	30,200	0.19%	(14,000)	-31.67%
12 Total Program Revenue	6,679,628	45.39%	6,187,545	41.94%	(492,083)	-7.37%	7,285,175	45.62%	1,097,630	17.74%
13 Non-Program Revenue:										
14 NCAA/Bowl/World Series		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
15 Student Fees	1,986,666	13.50%	2,038,187	13.81%	51,521	2.59%	2,092,920	13.11%	54,733	2.69%
16 Direct State/Govt Support	2,201,200	14.96%	2,263,906	15.34%	62,706	2.85%	2,259,640	14.15%	(4,266)	-0.19%
17 Gender Equity - Appropriated Funds	534,860	3.63%	561,560	3.81%	26,700	4.99%	589,600	3.69%	28,040	4.99%
18 Direct Institutional Support	688,800	4.68%	726,500	4.92%	37,700	5.47%	764,400	4.79%	37,900	5.22%
19 Subtotal State/Institutional Support	3,424,860	23.27%	3,551,966	24.07%	127,106	3.71%	3,613,640	22.63%	61,674	1.74%
20 Total Non-Program Revenue	5,411,526	36.77%	5,590,153	37.89%	178,627	3.30%	5,706,560	35.74%	116,407	2.08%
21 Subtotal Operating Revenue	12,091,154	82.16%	11,777,698	79.82%	(313,456)		12,991,735	81.36%	1,214,037	
22 Non-Cash Revenue										
23 Third Party Support	215,500	1.46%	248,500	1.68%	33,000	15.31%	248,500	1.56%	0	0.00%
24 Indirect Institutional Support	287,978	1.96%	400,000	2.71%	112,022	38.90%	400,000	2.50%	0	0.00%
25 Non-Cash Revenue	409,878	2.79%	528,586	3.58%	118,708	28.96%	528,586	3.31%	0	0.00%
26 Out-of-State Tuition Revenue	1,711,300	11.63%	1,800,000	12.20%	88,700	5.18%	1,800,000	11.27%	0	0.00%
27 Subtotal Non-Cash Revenue	2,624,656	17.84%	2,977,086	20.18%	352,430	13.43%	2,977,086	18.64%	0	0.00%
28 Total Revenue:	14,715,810	100.00%	14,754,784	100.00%	38,974	0.26%	15,968,821	100.00%	1,214,037	8.23%
29										
30 Expenditures										
31 Operating Expenditures:										
32 Athletics Student Aid	2,394,766	16.64%	2,289,150	15.52%	(105,616)	-4.41%	2,492,119	15.61%	202,969	8.87%
33 Guarantees	160,374	1.11%	291,204	1.97%	130,830	81.58%	275,000	1.72%	(16,204)	-5.56%
34 Coaching Salary/Benefits	2,228,029	15.48%	2,390,797	16.21%	162,768	7.31%	2,615,412	16.38%	224,615	9.39%
35 Admin Staff Salary/Benefits	1,769,848	12.30%	1,934,784	13.11%	164,936	9.32%	2,069,899	12.96%	135,115	6.98%
36 Severence Payments	109,140	0.76%	99,837	0.68%	(9,303)	-8.52%	214,271	1.34%	114,434	114.62%
37 Recruiting	477,736	3.32%	358,030	2.43%	(119,706)	-25.06%	428,800	2.69%	70,770	19.77%
38 Team Travel	1,581,545	10.99%	1,364,773	9.25%	(216,772)	-13.71%	1,679,479	10.52%	314,706	23.06%
39 Equipment, Uniforms and Supplies	423,464	2.94%	370,565	2.51%	(52,899)	-12.49%	402,897	2.52%	32,332	8.73%
40 Game Expenses	360,875	2.51%	438,134	2.97%	77,259	21.41%	541,511	3.39%	103,377	23.59%
41 Fund Raising, Marketing, Promotion	224,791	1.56%	224,432	1.52%	(359)	-0.16%	212,194	1.33%	(12,238)	-5.45%
42 Direct Facilities/Maint/Rentals	25,467	0.18%	10,500	0.07%	(14,967)	-58.77%	10,500	0.07%	0	0.00%
43 Debt Service on Facilities	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44 Spirit Groups	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
45 Medical Expenses & Insurance	299,240	2.08%	370,440	2.51%	71,200	23.79%	377,900	2.37%	7,460	2.01%
46 Memberships & Dues	415,452	2.89%	409,000	2.77%	(6,452)	-1.55%	409,000	2.56%	0	0.00%
47 NCAA/Special Event/Bowls	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
48 Other Operating Expenses	1,296,699	9.01%	1,224,371	8.30%	(72,328)	-5.58%	1,261,238	7.90%	36,867	3.01%
49 Subtotal Operating Expenditures	11,767,426	81.76%	11,776,017	79.82%	8,591	2.38%	12,990,220	81.36%	1,214,203	100.00%
50 Non-Cash Expenditures										
51 3rd Party Coaches Compensation	208,000	1.45%	241,000	1.63%	33,000	15.87%	241,000	1.51%	0	0.00%
52 3rd Party Admin Staff Compensation	7,500	0.05%	7,500	0.05%	0	0.00%	7,500	0.05%	0	0.00%
53 Indirect Facilities & Admin Support	287,978	2.00%	400,000	2.71%	112,022	38.90%	400,000	2.51%	0	0.00%
54 Non-Cash Expense	409,878	2.85%	528,586	3.58%	118,708	28.96%	528,586	3.31%	0	0.00%
55 Out-of-State Tuition Expense	1,711,300	11.89%	1,800,000	12.20%	88,700	5.18%	1,800,000	11.27%	0	0.00%
56 Subtotal Non-Cash Expenditures	2,624,656	18.24%	2,977,086	20.18%	352,430	97.62%	2,977,086	18.64%	0	0.00%
57 Total Expenditures:	14,392,082	100.00%	14,753,103	100.00%	361,021	2.51%	15,967,306	100.00%	1,214,203	8.23%

University of Idaho
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
58										
59 Net Income/(deficit)	323,728		1,681		(322,047)	-99.48%	1,515		(166)	-9.88%
60										
61 Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)	685,765		687,446		1,681	0.25%	688,961		1,515	0.22%
62										
63 Sport Camps & Clinics										
64 Revenue	266,395		314,900		48,505	18.21%	314,900	1.97%	0	0.00%
65 Coach Compensation from Camp	55,885		63,843		7,958	14.24%	63,843	0.40%	0	0.00%
66 Camp Expenses	250,586		251,057		471	0.19%	251,057	1.57%	0	0.00%
67 Total Expenses	306,471		314,900		8,429	2.75%	314,900	1.97%	0	0.00%
68										
69 Net Income from Camps	-40,076		0		40,076	-100.00%	0		0	0.00%

University of Idaho
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
Revenue by Program:										
1 General Revenue:										
2 Student Fees	1,986,666	16.43%	2,038,187	17.31%	51,521	2.59%	2,092,920	16.11%	54,733	2.69%
3 Contributions	2,221,176	18.37%	2,426,325	20.60%	205,149	9.24%	3,687,975	28.39%	1,261,650	52.00%
4 State Support	2,201,200	18.21%	2,263,906	19.22%	62,706	2.85%	2,259,640	17.39%	(4,266)	-0.19%
5 Institutional Gender Equity	534,860	4.42%	561,560	4.77%	26,700	4.99%	589,600	4.54%	28,040	4.99%
6 Institutional Support	688,800	5.70%	726,500	6.17%	37,700	5.47%	764,400	5.88%	37,900	5.22%
7 NCAA/Conference	1,505,558	12.45%	1,414,765	12.01%	(90,793)	-6.03%	1,207,000	9.29%	(207,765)	-14.69%
8 TV/Radio/Internet	150,000	1.24%	160,000	1.36%	10,000	6.67%	150,000	1.15%	(10,000)	-6.25%
9 Concessions/program/etc.	67,428	0.56%	42,000	0.36%	(25,428)	-37.71%	42,000	0.32%	0	0.00%
10 Advertising/sponsorship/Royalty	361,817	2.99%	264,250	2.24%	(97,567)	-26.97%	323,000	2.49%	58,750	22.23%
11 Endowments	220,184	1.82%	247,000	2.10%	26,816	12.18%	295,000	2.27%	48,000	19.43%
12 NCAA/Bowl/World Series	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
13 Other	223,157	1.85%	44,200	0.38%	(178,957)	-80.19%	30,200	0.23%	(14,000)	-31.67%
14 Total General Revenue	10,160,846	84.04%	10,188,693	86.51%	27,847	0.27%	11,441,735	88.07%	1,253,042	12.30%
15 Revenue By Sport:										
16 Men's Programs:										
17 Football										
18 Ticket Sales	545,623	4.51%	395,213	3.36%	(150,410)	-27.57%	535,000	4.12%	139,787	35.37%
19 Game Guarantees	1,185,000	9.80%	1,060,000	9.00%	(125,000)	-10.55%	850,000	6.54%	(210,000)	-19.81%
20 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21 Basketball										
22 Ticket Sales	60,023	0.50%	18,731	0.16%	(41,292)	-68.79%	25,000	0.19%	6,269	33.47%
23 Game Guarantees	89,000	0.74%	99,000	0.84%	10,000	11.24%	115,000	0.89%	16,000	16.16%
24 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25 Track & Field/Cross Country	421	0.00%		0.00%	(421)	-100.00%		0.00%	0	0.00%
26 Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
27 Baseball Ticket Sales		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
28 Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
29 Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
31 Total Men's Sport Revenue	1,880,067	15.55%	1,572,944	13.36%	(307,123)	-16.34%	1,525,000	11.74%	(47,944)	-3.05%
32 Women's Programs										
33 Volleyball										
34 Ticket Sales	20,193	0.17%	5,856	0.05%	(14,337)	-71.00%	13,000	0.10%	7,144	121.99%
35 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
36 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Basketball										
38 Ticket Sales	18,627	0.15%	5,205	0.04%	(13,422)	-72.06%	12,000	0.09%	6,795	130.55%
39 Game Guarantees	11,000	0.09%	5,000	0.04%	(6,000)	-54.55%		0.00%	(5,000)	-100.00%
40 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
41 Track & Field/Cross Country	421	0.00%		0.00%	(421)	-100.00%		0.00%	0	0.00%
42 Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
43 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44 Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45 Soccer		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
46 Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
47 Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
48 Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
49 Total Women's Sport Rev	50,241	0.42%	16,061	0.14%	(34,180)	-68.03%	25,000	0.19%	8,939	55.66%
50 Total Revenue	12,091,154	100.00%	11,777,698	100.00%	(313,456)	-2.59%	12,991,735	100.00%	1,214,037	10.31%

University of Idaho
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
51 Expenditures by Sport										
52 Administrative and General										
53 Athletic Director Office	801,364	6.81%	711,242	6.04%	(90,122)	-11.25%	881,657	6.79%	170,415	23.96%
54 Fund Raising Office	398,229	3.38%	383,419	3.26%	(14,810)	-3.72%	421,969	3.25%	38,550	10.05%
55 Academics Support	220,728	1.88%	272,570	2.31%	51,842	23.49%	296,553	2.28%	23,983	8.80%
56 Media Relations	202,651	1.72%	223,401	1.90%	20,750	10.24%	222,248	1.71%	(1,153)	-0.52%
57 Marketing and Promotions	150,095	1.28%	154,800	1.31%	4,705	3.13%	167,990	1.29%	13,190	8.52%
58 Ticket Office	39,151	0.33%	39,533	0.34%	382	0.98%	36,786	0.28%	(2,747)	-6.95%
59 Athletic Training Room	561,424	4.77%	328,000	2.79%	(233,424)	-41.58%	328,000	2.52%	0	0.00%
60 Memberships and Dues	415,452	3.53%	409,000	3.47%	(6,452)	-1.55%	409,000	3.15%	0	0.00%
61 Facilities Mtn & Debt Service		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
62 Capital Improvements	289,794	2.46%	266,265	2.26%	(23,529)	-8.12%	77,200	0.59%	(189,065)	-71.01%
63 NCAA/Special Event/Bowls		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
64 Other Miscellaneous	798,340	6.78%	1,046,251	8.88%	247,911	31.05%	1,068,829	8.23%	22,578	2.16%
65 Total Admin & General	3,877,228	32.95%	3,834,481	32.56%	(42,747)	-1.10%	3,910,232	30.10%	75,751	1.98%
66										
67 Men's Programs:										
68 Football	3,618,892	30.75%	3,310,808	28.11%	(308,084)	-8.51%	3,974,901	30.60%	664,093	20.06%
69 Basketball	978,109	8.31%	1,014,432	8.61%	36,323	3.71%	1,097,518	8.45%	83,086	8.19%
70 Track & Field/Cross Country	360,532	3.06%	362,382	3.08%	1,850	0.51%	386,202	2.97%	23,820	6.57%
71 Tennis	99,653	0.85%	114,622	0.97%	14,969	15.02%	160,687	1.24%	46,065	40.19%
72 Baseball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
73 Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
74 Golf	143,782	1.22%	158,533	1.35%	14,751	10.26%	161,389	1.24%	2,856	1.80%
75 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
76 Rodeo		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
77 Total Men's Programs	5,200,968	44.20%	4,960,777	42.13%	(240,191)	-4.62%	5,780,697	44.50%	819,920	16.53%
78										
79 Women's Programs										
80 Volleyball	524,178	4.45%	589,034	5.00%	64,856	12.37%	636,259	4.90%	47,225	8.02%
81 Basketball	721,839	6.13%	787,270	6.69%	65,431	9.06%	963,709	7.42%	176,439	22.41%
82 Track & Field/Cross Country	423,565	3.60%	442,921	3.76%	19,356	4.57%	478,550	3.68%	35,629	8.04%
83 Tennis	142,365	1.21%	169,133	1.44%	26,768	18.80%	207,077	1.59%	37,944	22.43%
84 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
85 Golf	172,610	1.47%	202,314	1.72%	29,704	17.21%	187,015	1.44%	(15,299)	-7.56%
86 Soccer	355,950	3.02%	400,907	3.40%	44,957	12.63%	433,944	3.34%	33,037	8.24%
87 Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
88 Skiing		0.00%		0.00%	0	0.00%		0.00%	96,959	100.00%
89 Swimming	348,723	2.96%	389,180	3.30%	40,457	11.60%	392,737	3.02%	3,557	0.91%
90 Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91 Total Women's Programs	2,689,230	22.85%	2,980,759	25.31%	291,529	10.84%	3,299,291	25.40%	415,491	13.94%
92										
93 Total Expenditures	11,767,426	100.00%	11,776,017	100.00%	8,591	0.07%	12,990,220	100.00%	1,214,203	10.31%

**Lewis Clark College
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
1 Revenue:										
2 Program Revenue:										
3 Ticket Sales	31,939	1.08%	38,790	1.28%	6,851	21.45%	28,500	0.88%	(10,290)	-26.53%
4 Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
5 Contributions	512,503	17.27%	449,573	14.88%	(62,930)	-12.28%	460,500	14.20%	10,927	2.43%
6 NCAA/Conference/Tournaments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
7 TV/Radio/Internet Rights	5,500	0.19%	5,500	0.18%	0	0.00%	5,000	0.15%	(500)	-9.09%
8 Program/Novelty Sales, Concessionns, Parking		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
9 Royalty, Advertisement, Sponsorship		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
10 Endowment/Investment Income		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
11 Other		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
12 Total Program Revenue	549,942	18.53%	493,863	16.35%	(56,079)	-10.20%	494,000	15.24%	137	0.03%
13 Non-Program Revenue:										
14 NCAA/Bowl/World Series	545,690	18.39%	513,000	16.98%	(32,690)	-5.99%	525,000	16.19%	12,000	2.34%
15 Student Fees	292,765	9.87%	294,890	9.76%	2,125	0.73%	285,000	8.79%	(9,890)	-3.35%
16 Direct State/Govt Support	807,341	27.20%	737,342	24.41%	(69,999)	-8.67%	908,100	28.01%	170,758	23.16%
17 Gender Equity - Appropriated Funds		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
18 Direct Institutional Support	82,235	2.77%	126,500	4.19%	44,265	53.83%	126,500	3.90%	0	0.00%
19 Subtotal State/Institutional Support	889,576	29.98%	863,842	28.59%	(25,734)	-2.89%	1,034,600	31.91%	170,758	19.77%
20 Total Non-Program Revenue	1,728,031	58.23%	1,671,732	55.34%	(56,299)	-3.26%	1,844,600	56.89%	172,868	10.34%
21 Subtotal Operating Revenue	2,277,973	76.76%	2,165,595	71.68%	(112,378)		2,338,600	72.13%	173,005	7.99%
22 Non-Cash Revenue										
23 Third Party Support	25,000	0.84%	25,000	0.83%	0	0.00%	25,000	0.77%	0	0.00%
24 Indirect Institutional Support	121,784	4.10%	127,608	4.22%	5,824	4.78%	153,630	4.74%	26,022	20.39%
25 Non-Cash Revenue		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
26 Out-of-State Tuition Revenue	542,868	18.29%	702,795	23.26%	159,927	29.46%	725,000	22.36%	22,205	3.16%
27 Subtotal Non-Cash Revenue	689,652	23.24%	855,403	28.32%	165,751	24.03%	903,630	27.87%	48,227	5.64%
28 Total Revenue:	2,967,625	100.00%	3,020,998	100.00%	53,373	1.80%	3,242,230	100.00%	221,232	7.32%
29										
30 Expenditures										
31 Operating Expenditures:										
32 Athletics Student Aid	361,116	12.54%	404,805	13.41%	43,689	12.10%	415,000	12.81%	10,195	2.52%
33 Guarantees	35,546	1.23%	18,962	0.63%	(16,584)	-46.66%	20,000	0.62%	1,038	5.47%
34 Coaching Salary/Benefits	415,198	14.42%	404,816	13.41%	(10,382)	-2.50%	493,700	15.23%	88,884	21.96%
35 Admin Staff Salary/Benefits	287,002	9.97%	229,759	7.61%	(57,243)	-19.95%	285,000	8.79%	55,241	24.04%
36 Severance Payments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Recruiting	17,763	0.62%	25,185	0.83%	7,422	41.78%	25,200	0.78%	15	0.06%
38 Team Travel	190,198	6.61%	259,668	8.60%	69,470	36.53%	252,500	7.79%	(7,168)	-2.76%
39 Equipment, Uniforms and Supplies	140,751	4.89%	141,195	4.68%	444	0.32%	142,000	4.38%	805	0.57%
40 Game Expenses	79,653	2.77%	65,393	2.17%	(14,260)	-17.90%	65,600	2.02%	207	0.32%
41 Fund Raising, Marketing, Promotion		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
42 Direct Facilities/Maint/Rentals		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
43 Debt Service on Facilities		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44 Spirit Groups		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45 Medical Expenses & Insurance	27,068	0.94%	20,000	0.66%	(7,068)	-26.11%	20,000	0.62%	0	0.00%
46 Memberships & Dues		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
47 NCAA/Special Event/Bowls	531,856	18.47%	499,000	16.53%	(32,856)	-6.18%	523,000	16.14%	24,000	4.81%
48 Other Operating Expenses	103,281	3.59%	93,695	3.10%	(9,586)	-9.28%	95,000	2.93%	1,305	1.39%
49 Subtotal Operating Expenditures	2,189,432	76.05%	2,162,478	71.66%	(26,954)	-19.42%	2,337,000	72.12%	174,522	78.35%
50 Non-Cash Expenditures										
51 3rd Party Coaches Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
52 3rd Party Admin Staff Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
53 Indirect Facilities & Admin Support	121,784	4.23%	127,608	4.23%	5,824	4.78%	153,630	4.74%	26,022	20.39%
54 Non-Cash Expense	25,000	0.87%	25,000	0.83%	0	0.00%	25,000	0.77%	0	0.00%
55 Out-of-State Tuition Expense	542,868	18.86%	702,795	23.29%	159,927	29.46%	725,000	22.37%	22,205	3.16%
56 Subtotal Non-Cash Expenditures	689,652	23.95%	855,403	28.34%	165,751	119.42%	903,630	27.88%	48,227	21.65%
57 Total Expenditures:	2,879,084	100.00%	3,017,881	100.00%	138,797	4.82%	3,240,630	100.00%	222,749	7.38%

**Lewis Clark State College
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
58										
59 Net Income/(deficit)	88,541		3,117		(85,424)	-96.48%	1,600		(1,517)	-48.67%
60										
61 Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)	108,536		111,653		3,117	2.87%	113,253		1,600	1.43%
62										
63 Sport Camps & Clinics										
64 Revenue	65,841		34,572		(31,269)	-47.49%	40,000	1.23%	5,428	15.70%
65 Coach Compensation from Camp	12,750		14,875		2,125	16.67%	19,500	0.60%	4,625	31.09%
66 Camp Expenses	43,557		19,591		(23,966)	-55.02%	20,000	0.62%	409	2.09%
67 Total Expenses	56,307		34,466		(21,841)	-38.79%	39,500	1.22%	5,034	14.61%
68										
69 Net Income from Camps	9,534		106		(9,428)	-98.89%	500		394	371.70%

Lewis Clark State College
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
Revenue by Program:										
1 General Revenue:										
2 Student Fees	292,765	12.85%	294,890	13.62%	2,125	0.73%	285,000	12.19%	(9,890)	-3.35%
3 Contributions	180,711	7.93%	134,042	6.19%	(46,669)	-25.83%	241,900	10.34%	107,858	80.47%
4 State Support	807,341	35.44%	737,342	34.05%	(69,999)	-8.67%	908,100	38.83%	170,758	23.16%
5 Institutional Gender Equity	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
6 Institutional Support	82,235	3.61%	126,500	5.84%	44,265	53.83%	126,500	5.41%	0	0.00%
7 NCAA/Conference	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
8 TV/Radio/Internet	5,500	0.24%	5,500	0.25%	0	0.00%	5,000	0.21%	(500)	-9.09%
9 Concessions/program/etc.	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
10 Advertising/sponsorship/Royalty	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
11 Endowments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
12 NCAA/Bowl/World Series	545,690	23.96%	513,000	23.69%	(32,690)	-5.99%	525,000	22.45%	12,000	2.34%
13 Other	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
14 Total General Revenue	1,914,242	84.03%	1,811,274	83.64%	(102,968)	-5.38%	2,091,500	89.43%	280,226	15.47%
15 Revenue By Sport:										
16 Men's Programs:										
17 Football										
18 Ticket Sales		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
19 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
20 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21 Basketball										
22 Ticket Sales	7,027	0.31%	8,534	0.39%	1,507	21.45%	6,270	0.27%	(2,264)	-26.53%
23 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
24 Contributions (Fundraising)	38,388	1.69%	15,923	0.74%	(22,465)	-58.52%	40,900	1.75%	24,977	156.86%
24 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25 Track & Field/Cross Country (Contributions & Fundraising)	17,358	0.76%	16,890	0.78%	(468)	-2.70%	8,000	0.34%	(8,890)	-52.63%
26 Tennis (Contributions & Fundraising)	11,738	0.52%	16,034	0.74%	4,296	36.60%	8,000	0.34%	(8,034)	-50.11%
27 Baseball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
28 Ticket Sales		0.00%	19,395	0.90%	19,395	100.00%	14,250	0.61%	(5,145)	-26.53%
29 Contributions (Fundraising)	80,987	3.56%	50,356	2.33%	(30,631)	-37.82%	50,700	2.17%	344	0.68%
29 Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30 Golf (Contributions & Fundraising)	24,284	1.07%	14,661	0.68%	(9,623)	-39.63%	20,000	0.86%	5,339	36.42%
31 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
32 Total Men's Sport Revenue	179,782	7.89%	141,793	6.55%	(37,989)	-21.13%	148,120	6.33%	6,327	4.46%
33 Women's Programs										
34 Volleyball										
35 Ticket Sales	1,916	0.08%	2,328	0.11%	412	21.50%	1,710	0.07%	(618)	-26.55%
36 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Contributions (Fundraising)	26,870	1.18%	33,981	1.57%	7,111	26.46%	20,000	0.86%	(13,981)	-41.14%
38 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
39 Basketball										
40 Ticket Sales	7,027	0.31%	8,534	0.39%	1,507	21.45%	6,270	0.27%	(2,264)	-26.53%
41 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
42 Contributions (Fundraising)	81,369	3.57%	78,362	3.62%	(3,007)	-3.70%	32,000	1.37%	(46,362)	-59.16%
43 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44 Track & Field/Cross Country (Contributions & Fundraising)	29,582	1.30%	40,642	1.88%	11,060	37.39%	9,500	0.41%	(31,142)	-76.63%
45 Tennis (Contributions & Fundraising)	14,394	0.63%	25,194	1.16%	10,800	75.03%	9,500	0.41%	(15,694)	-62.29%
46 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
47 Golf (Contributions & Fundraising)	22,791	1.00%	23,487	1.08%	696	3.05%	20,000	0.86%	(3,487)	-14.85%
48 Soccer		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
49 Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
50 Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
51 Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
52 Total Women's Sport Rev	183,949	8.08%	212,528	9.81%	28,579	15.54%	98,980	4.23%	(113,548)	-53.43%
53 Total Revenue	2,277,973	100.00%	2,165,595	100.00%	(112,378)	-4.93%	2,338,600	100.00%	173,005	7.99%

**Lewis Clark State College
Intercollegiate Athletics Report
FY07 Actuals, Revised Estimates for FY08, and FY09 Operating Budgets**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY07 Act	%	FY08 Est as of 5/08	%	Variance 08 Est/07 Act	Variance %	FY09 Orig Oper Bdgt	%	Variance 09 Bud/08 Est	Variance %
54 Expenditures by Sport										
55 Administrative and General										
56 Athletic Director Office	402,784	18.40%	328,478	15.19%	(74,306)	-18.45%	444,700	19.03%	116,222	35.38%
57 Fund Raising Office	5,217	0.24%	780	0.04%	(4,437)	-85.05%		0.00%	(780)	-100.00%
58 Academics Support		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
59 Media Relations		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
60 Marketing and Promotions		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
61 Ticket Office		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
62 Athletic Training Room	47,879	2.19%	47,327	2.19%	(552)	-1.15%	48,000	2.05%	673	1.42%
63 Memberships and Dues		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
64 Facilities Mtn & Debt Service		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
65 Capital Improvements		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
66 NCAA/Special Event/Bowls		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
67 Other Miscellaneous	531,856	24.29%	499,000	23.08%	(32,856)	-6.18%	523,000	22.38%	24,000	4.81%
68 Total Admin & General	987,736	45.11%	875,585	40.49%	(112,151)	-11.35%	1,015,700	43.46%	140,115	16.00%
69										
70 Men's Programs:										
71 Football		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
72 Basketball	208,343	9.52%	182,367	8.43%	(25,976)	-12.47%	222,014	9.50%	39,647	21.74%
73 Track & Field/Cross Country	45,835	2.09%	67,353	3.11%	21,518	46.95%	42,032	1.80%	(25,321)	-37.59%
74 Tennis	31,756	1.45%	20,272	0.94%	(11,484)	-36.16%	40,451	1.73%	20,179	99.54%
75 Baseball	379,920	17.35%	404,866	18.72%	24,946	6.57%	402,012	17.20%	(2,854)	-0.70%
76 Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
77 Golf	40,895	1.87%	45,657	2.11%	4,762	11.64%	49,874	2.13%	4,217	9.24%
78 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
79 Rodeo		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
80 Total Men's Programs	706,749	32.28%	720,515	33.32%	13,766	1.95%	756,383	32.37%	35,868	4.98%
81										
82 Women's Programs										
83 Volleyball	158,753	7.25%	177,688	8.22%	18,935	11.93%	170,696	7.30%	(6,992)	-3.93%
84 Basketball	212,007	9.68%	236,397	10.93%	24,390	11.50%	216,073	9.25%	(20,324)	-8.60%
85 Track & Field/Cross Country	45,066	2.06%	75,407	3.49%	30,341	67.33%	71,237	3.05%	(4,170)	-5.53%
86 Tennis	29,351	1.34%	25,838	1.19%	(3,513)	-11.97%	44,651	1.91%	18,813	72.81%
87 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
88 Golf	49,770	2.27%	51,048	2.36%	1,278	2.57%	62,260	2.66%	11,212	21.96%
89 Soccer		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
90 Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91 Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
92 Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
93 Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
94 Total Women's Programs	494,947	22.61%	566,378	26.19%	71,431	14.43%	564,917	24.17%	(1,461)	-0.26%
95										
96 Total Expenditures	2,189,432	100.00%	2,162,478	100.00%	(26,954)	-1.23%	2,337,000	100.00%	174,522	8.07%

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION T. INTERCOLLEGIATE ATHLETICS

April, 2002

T. Intercollegiate Athletics

4. Financial Reporting.

The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. The institutions will submit the following reports to the Board:

- a. At the April Board meeting, the institutions shall submit a budget plan for the upcoming fiscal year beginning July 1. The plans shall detail the sources of revenue by category.
- b. At the June Board meeting, the institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format prescribed by the Board office.
- c. At the October Board meeting, institutions shall submit a statement of current funds, revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The number and amounts of nonresident tuition waivers and the fund balances as of June 30 of the report year should be included in the report. The general format of the report will be consistent with the format used in recent years. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors. The following fiscal year's financial information will be reported by each institution:
 - (1) Estimated revenues and expenditures for the current fiscal year.
 - (2) Actual revenues and expenditures for the fiscal year most recently completed.
 - (3) Proposed operating budget for the next budget year beginning July 1. This report, however, will be submitted to the Board at its June meeting with other institutional operating budgets.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

- d. An annual report of estimated (for the current year) and actual (for the most recently completed year) revenues and expenditures of the institution's booster organization, requested for submission to the Board for information only.
- e. A general narrative paper explaining each institution's policy on grants-in-aid for men and women athletes (including nonresident tuition waivers), procedures for charging or allocating costs for facilities' use to athletic programs, and any allocations of personnel or operating expenses to or from the other departments or units of the institution.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOISE STATE UNIVERSITY

SUBJECT

Report of annual Student Health Insurance Premium (SHIP) rates

REFERENCE

June 2007

Board approved request to enter into three year SHIP contract

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.P.16 and V.R.3.b.

BACKGROUND

Boise State University offers SHIP insurance for full-time fee paying students without adequate health insurance coverage. In compliance with SBOE policy, participation is mandatory unless the student provides appropriate evidence of alternative coverage. Students are automatically enrolled in the plan (or waive the requirement) as they register for each semester. The contract with Maksin, Inc. requires annual negotiation to adjust rates for health care costs and claims experience.

DISCUSSION

Boise State University has negotiated a student health insurance rate of \$697.00 per semester for the 2008-2009 academic year. This rate is a \$67.00 (10.6%) increase over the current rate. This increase is due to both medical inflationary trending of 12.7% and the high utilization of community health resources by students. Total health care claims costs are projected to total 110% of premium revenue collected for the current policy year, that is, for every \$100 of premium revenue collected, students are incurring \$110 of health service claims expense.

Other plan changes include a decrease in the plan year cap for intercollegiate sports injuries (from \$100,000 to \$75,000), due to the fact that the NCAA's insurance begins paying when expenses reach \$75,000. Finally, infusion therapy, previously considered drug therapy and capped at \$400 per plan year, will now be considered a separate benefit subject to a plan year max of \$3,000.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

IMPACT

Rates for the current and next year are as follows:

	<u>2007/2008</u>		<u>2008/2009</u>	
	<u>Fall</u>	<u>Spring</u>	<u>Fall</u>	<u>Spring</u>
Student	\$ 630	\$ 630	\$ 697	\$ 697
Spouse	890	1,246	981	1,384
One Child	760	1,064	837	1,182
Children	990	1,386	1,093	1,540
Athletic Supplement	204	204	227	277

STAFF COMMENTS AND RECOMMENDATIONS

Institutional representatives will be available to discuss proposed student health insurance plans.

BOARD ACTION

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

IDAHO STATE UNIVERSITY

SUBJECT

Report of annual Student Health Insurance Premium (SHIP) rates

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.P.16 and V.R.3. b.

BACKGROUND

Idaho State University offers Student Health Insurance as a requirement for full fee paying students without adequate health insurance coverage. This is in compliance with SBOE policy. Students are automatically enrolled in the coverage unless they provide evidence of alternative coverage. The current contract with Academic Health Plans requires annual negotiation.

DISCUSSION

Idaho State University is dedicated to providing an affordable student health insurance that will protect students against financial impact of illness or injuries while they are pursuing their educational goals. ISU currently contracts with Academic Health Plans with the plan underwritten by ACE American Insurance. ACE is rated a+ (superior) by A.M. Best. Academic Health Plans specializes in student health insurance. ISU continues to search for ways to control rising premiums while at the same time providing adequate health insurance.

The 2008/2009 student health insurance proposed plan offers the same benefits as the plan in place for the 2007/2008 academic year, with coverage for Chiropractic Care added to the Plan to be paid under the Physical Therapy benefit. Also, Exclusion #20, Sleep Disorders, has been removed from the Plan.

	<u>2007/2008</u>		<u>2008/2009</u>	
	<u>Fall</u>	<u>Spring</u>	<u>Fall</u>	<u>Spring</u>
Student Annual	\$1,046	\$1,046	\$1,156	\$1,156
Spouse Annual	\$3,284	\$3,284	\$3,330	\$3,330
Children Annual	\$1,404	\$1,404	\$1,424	\$1,424
Session Rate	\$215/Session		\$238/Session	

The student health insurance plan offers optional catastrophic coverage up to \$100,000 maximum with premium based on the age of student.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

FISCAL IMPACT

The student health insurance contract does not obligate the University for payment to the contractor. ISU has negotiated with Academic Health Plans at a student rate of \$578/semester for the 2008-2009 academic year, which is a 10.52% increase. The proposed premium cost includes a \$32,000 administrative fee to be paid to the ISU Student Health Insurance Office.

STAFF COMMENTS AND RECOMMENDATIONS

Institutional representatives will be available to discuss proposed student health insurance rates.

BOARD ACTION

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

LEWIS-CLARK STATE COLLEGE

SUBJECT

Report of annual Student Health Insurance Premium (SHIP) rates

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.P.16 and V.R.3. b.

BACKGROUND

Lewis-Clark State College entered into a contract for student health insurance with Renaissance Agencies, Inc., underwritten by Guarantee Trust Life Insurance Company, for FY2004. The Contract Period was for one (1) year with option to renew upon mutual agreement of the contracting parties for one (1) year intervals for a total of five (5) consecutive renewals. LCSC has elected to renew coverage. For FY2005, the premium for full-time students was \$365.00 per year. For FY2006, the guarantor was changed to Nationwide Life Insurance Company and the premium was \$730.00 per year. For FY2007 the premium for full-time students was \$1,114.00 per year. The premium for full-time students was \$1,240.00 per year for FY2008.

DISCUSSION

Effective for the Fall semester 2008, the premium for full-time students will remain at \$1,240.00 per year, with a maximum benefit of \$50,000 per injury or sickness.

As required by Board policy, all Full Fee-Paying Students enrolled for eight (8) or more credit hours will automatically be covered under the College's SHIP. The premium will automatically be charged to all International Students, regardless of credit hours, and all full-fee paying Domestic Students each semester. Domestic Students with existing health insurance coverage will be exempted from participation in the SHIP offered by the College by completing and filing a waiver each academic semester and providing proof of comparable insurance as requested.

PREMIUM - \$250 Deductible, \$50,000 Maximum for Basic Benefits For all Eligible Students (SHIP includes Intercollegiate Athletic Injury Coverage – \$2,500 max as a listed benefit)				
	2007/2008		2008/2009	
	Fall	Spring	Fall	Spring
Student Only	521.00	719.00	521.00	719.00
Student & Spouse	1,239.00	1,709.00	1,239.00	1,709.00
Student & Child(ren)	1,267.00	1,749.00	1,267.00	1,749.00
Student, Spouse & Child(ren)	1,984.00	2,738.00	1,984.00	2,738.00

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Institute for Intensive English (8 week term)	
Institute for Intensive English Students (per 8-week term)	145.00

IMPACT

There is no impact to the College budget. Student health insurance premiums are paid by the students.

STAFF COMMENTS AND RECOMMENDATIONS

Institutional representatives will be available to discuss proposed student health insurance rates.

BOARD ACTION

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

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. POSTSECONDARY AFFAIRS
SUBSECTION: P. STUDENTS

August 2002

The following policies and procedures are applicable to or for any person designated as a student at an institution under governance of the Board. A "student" means any person duly admitted and regularly enrolled at an institution under governance of the Board as an undergraduate, graduate, or professional student, on a full-time or part-time basis, or who is admitted as a nonmatriculated student on or off an institutional campus.

16. Student Health Insurance (Effective July 1, 2003)

The Board's student health insurance policy is a minimum requirement. Each institution, at its discretion, may adopt policies and procedures more stringent than those provided herein.

a. Health Insurance Coverage Offered through the Institution

Each institution shall provide the opportunity for students to purchase health insurance. Institutions are encouraged to work together to provide the most cost effective coverage possible. Health insurance offered through the institution shall provide benefits in accordance with state and federal law.

b. Mandatory Student Health Insurance

Every full-fee paying student (as defined by each institution) attending classes in Idaho shall be covered by health insurance. Students shall purchase health insurance offered through the institution, or may instead, at the discretion of each institution, present evidence of health insurance coverage that is at least substantially equivalent to the health insurance coverage offered through the institution. Students without evidence of health insurance coverage shall be ineligible to enroll at the institution.

(1) Students presenting evidence of health insurance coverage not acquired through the institution shall provide at least the following information:

- (a) Name of health insurance carrier
- (b) Policy number
- (c) Location of an employer, insurance company or agent who can verify coverage

(2) Each institution shall monitor and enforce student compliance with this policy.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

- (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.

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection R: Establishment of Fees

October, 2003

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

b. Student Health Insurance Premiums or Room and Board Rates

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

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

SUBJECT

Approval of FY 2009 Appropriated Funds Operating Budgets

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section V.B.3.b.(2), 4.b.(1), 5.c, 6.b.

BACKGROUND

Per Board policy, each institution, school or agency prepares an operating budget for appropriated funds, non-appropriated auxiliary enterprises, non-appropriated local services, and non-appropriated other.

For the appropriated funds operating budget, Board policy states, “each institution, school or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board, in a summary format prescribed by the Executive Director, for review and formal approval before the beginning of the fiscal year.” The appropriated operating budgets have been developed based on appropriations passed by the legislature during the 2008 session.

For the college and university non-appropriated operating budgets, Board policy requires reports of revenues and expenditures to be submitted to the State Board of Education at the request of the Board. Currently, these operating budgets are submitted to the Board office and are available to Board members.

DISCUSSION

Operating budgets are presented in two formats: budgets for agencies, health programs, and special programs contain a summary (displayed by program, by source of revenue, and by expenditure classification) and a budget overview that briefly describes the program and changes from the previous fiscal year. The source of revenue contains all sources of revenues (General Funds, Federal Funds, Miscellaneous Revenue, and Economic Recovery Reserve Fund).

For the college and universities, postsecondary professional-technical education and agricultural research/cooperative extension, supplemental information is provided: personnel costs are summarized by type of position, and individual position changes are detailed. The college and universities budget reports only contain information about appropriated funds, which include state General and Endowment revenues and a portion of student fees.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

IMPACT

Approval of the budgets establishes agency and institutional fiscal spending plans for FY 09, and allows the agencies and institutions to continue operations from FY 08 into FY 09.

ATTACHMENTS

See next page.

STAFF COMMENTS AND RECOMMENDATIONS

Budgets were developed according to legislative intent and/or Board guidelines. Board staff has reviewed the documents and reminds the Board that agency and institution appropriations contain full funding for the increased cost of employee health insurance (ongoing) and the replacement items, such as equipment (one-time).

According to the strategic planning calendar approved by the Board in April, the agencies and institutions will provide the Board for the June 2009 meeting 8-year strategic operating plans. The institutions will also provide 8-year capital facilities and debt plans. Staff will work with the BAHHR (Finance) Committee and with the agencies and institutions to include all funds in these plans in order to provide the Board with a more comprehensive and long-term picture of institutional finances that can be used for strategic planning.

BOARD ACTION

A motion to approve the FY 09 operating budgets for the Office of the State Board of Education, Idaho School for the Deaf and Blind, Idaho State Historical Society, Idaho Commission for Libraries, Idaho Public Television, Division of Vocational Rehabilitation, College and Universities, Postsecondary Professional-Technical Education, Agricultural Research/Extension, Health Education and Special Programs, as detailed.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

FY09 AGENCIES & INSTITUTIONS OPERATING BUDGET INDEX

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Capital Improvement Budget Summary

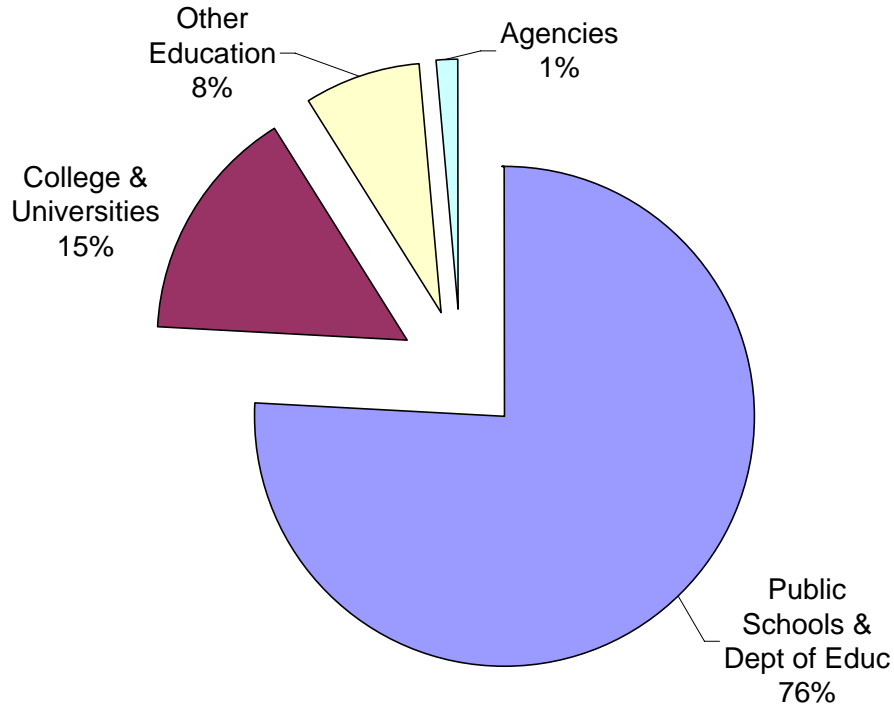
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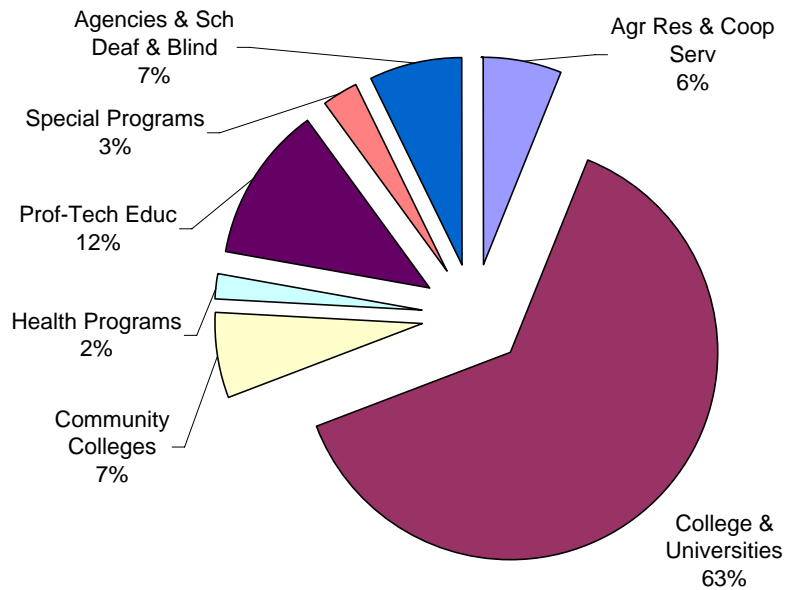
State Board of Education

FY09 General Account Funds by Program

Includes Public Schools and Department of Education General Account Funds



Excludes Public Schools and Department of Education General Account Funds



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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

STATE BOARD OF EDUCATION AGENCIES
FY 2009 BUDGET OVERVIEW

In accordance with Board policy, each agency prepares an operating budget for review and approval by the State Board of Education (SBOE). The appropriated operating budgets have been developed based on appropriations passed by the legislature during the 2008 session.

The operating budgets presented for agencies, health programs, and special programs contain a summary by program, by source of revenue, and by expenditure classification and a budget overview that briefly describes the program and changes from the previous fiscal year. The source of revenue contains all sources of revenues (General Funds, Federal Funds, Miscellaneous Revenue, and Economic Recovery Reserve Fund).

All of the agencies' appropriation bills include an increase of 3% in employee compensation (CEC).

Agencies and institutions had various items included in their respective appropriations, including Replacement Capital Outlay equipment (one-time). Most of the new items included in appropriations were one-time in nature rather than ongoing.

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OFFICE OF THE STATE BOARD OF EDUCATION
FY 2009 Operating Budget

		FY 2008 BUDGET	FY 2009 BUDGET	PERCENT of CHANGE
1				
2	By Program:			
3	Office of the State Board of Education	19,795,200	13,977,800	-29.39%
4	Governor's Initiative - Incentive Grants	87,500	-	-100.00%
5	Medical Education Recommendation	-	90,000	100.00%
6	System Wide Needs	100,000	100,000	0.00%
7	Total Programs	19,982,700	14,167,800	-29.10%
8	By Fund Source:			
9	General Fund	10,920,700	5,317,000	-51.31%
10	Federal Funds	8,536,600	8,689,800	1.79%
11	Miscellaneous Revenue	140,400	140,900	0.36%
12	Millenium Fund	300,000	0	-100.00%
13	Indirect Cost Recovery Fund	85,000	20,100	-76.35%
14	Total Funds	19,982,700	14,167,800	-29.10%
15	By Expenditure Classification:			
16	Personnel Costs	2,111,700	2,303,400	9.08%
17	Operating Expenditures	10,606,900	9,902,300	-6.64%
18	Capital Outlay	2,000	0	-100.00%
19	Trustee/Benefit Payments	6,962,100	1,962,100	-71.82%
20	Lump Sum	300,000	0	-100.00%
21	Total Expenditures	19,982,700	14,167,800	-29.10%
22	Full Time Position	27.00	28.00	3.70%

23 Budget Overview

24 Personnel costs reflect the 3% employee compensation (CEC) increase provided in the agency appropriation bill, House Concurrent Resolution 49 for FY2009. In addition to standard program maintenance items, this budget includes \$144,100 for the DRC contract inflation, \$128,100 for the National Assessment for Educational Progress program, the addition of one FTP for the already funded GEAR UP regional coordinator, and \$90,000 for the Medical Education study recommendation. The \$100,000 in System-wide needs is funded out of the College and Universities appropriation bill, House Bill 610.

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IDAHO SCHOOL FOR THE DEAF AND THE BLIND
FY 2009 Operating Budget

	FY 2008 BUDGET	FY 2009 BUDGET	PERCENT of CHANGE
1			
2 By Program:			
3 Campus Operations	5,917,900	5,735,500	-3.08%
4 Outreach Services	2,513,500	3,111,000	23.77%
5 Total Programs	8,431,400	8,846,500	4.92%
6 By Fund Source:			
7 General Fund	8,105,300	8,503,700	4.92%
8 Federal Funds	151,500	152,700	0.79%
9 Miscellaneous Revenue	95,900	95,900	0.00%
10 Dedicated Funds	78,700	94,200	19.70%
11 Economic Recovery Reserve Fund			
12 Total Funds	8,431,400	8,846,500	4.92%
13 By Expenditure Classification:			
14 Personnel Costs	7,070,900	7,474,300	5.71%
15 Operating Expenditures	1,238,500	1,287,900	3.99%
16 Capital Outlay	122,000	84,300	-30.90%
17 Total Expenditures	8,431,400	8,846,500	4.92%
18 Full Time Position	119.52	93.74	-21.57%

19 **Budget Overview**

20 Personnel costs increases reflect the 3% CEC and benefit increase in Senate Bill 1496 for FY 2009. Senate Bill 1496 appropriates moneys for the Idaho School for the Deaf and the Blind for FY 2009. In addition to standard program maintenance items, this budget includes \$84,300 for replacement capital items from the General Fund. This budget transfers a total of 6.50 positions and \$498,100 in Personnel Costs from Campus Operations to Outreach Services. Additionally, this budget removes 15.48 FTP's reflecting alignment of full-time equivalents with the State Controller Office FTP's. One position was reduced from a 1.00 to .92 FTP. The increase in the Dedicated Fund appropriation reflects an adjustment for ongoing dedicated fund balances received through the Idaho Endowment Fund Investment Board.

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IDAHO STATE HISTORICAL SOCIETY
FY 2009 Operating Budget

		FY 2008 BUDGET	FY 2008 BUDGET	PERCENT of CHANGE
1				
2	By Program:			
3	Historic Preservation & Education	4,947,300	5,689,500	15.00%
4	Historic Site Maint. and Interpretation	634,800		
5	Total Programs	5,582,100	5,689,500	1.92%
6	By Fund Source:			
7	General Fund	2,972,200	3,347,200	12.62%
8	Federal Fund	1,075,000	995,400	-7.40%
9	Miscellaneous Revenue Fund	777,500	792,800	1.97%
11	Permanent Building Fund	757,400	554,100	-26.84%
12	Total Funds	5,582,100	5,689,500	1.92%
13	By Expenditure Classification:			
14	Personnel Costs	3,057,500	3,178,200	3.95%
15	Operating Expenditures	2,015,600	1,800,700	-10.66%
16	Capital Outlay	357,400	549,000	53.61%
17	Trustee/Benefit Payments	151,600	161,600	6.60%
18	Total Expenditures	5,582,100	5,689,500	1.92%
19	Full Time Position	49.02	49.02	0.00%

Budget Overview

House Bill 570 appropriates moneys for the State Historical Society for FY 2009. The Historical Sites Maintenance and Interpretation program was transferred to the Historical Preservation & Education program to gain management efficiency. In addition to standard program maintenance items, this budget reflects a 3% increase in employee compensation (CEC) and employee health insurance at \$8,700. Additional capital outlay for the Public Archives and Research Library includes \$500,000 for compact mobile archival shelving. \$30,000 is provided as one-time Trustee/Benefit to strengthen the Community Assistance Grants program. The bill also reappropriates (carryover spending authority) the unexpended balance of the Permanent Building Fund for the Capitol Restoration and Renovation Project.

Senate Bill 1498 appropriates \$5,000,000 in FY 2009 to the Permanent Building Fund for the expansion and renovation of the Idaho State Historical Museum.

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IDAHO COMMISSION FOR LIBRARIES
FY 2009 Operating Budget

	FY 2008 BUDGET	FY 2009 BUDGET	PERCENT of CHANGE
1			
2 By Program:			
3 Library Services	4,465,900	5,865,900	31.35%
4 Total Programs	4,465,900	5,865,900	31.35%
5 By Fund Source:			
6 General Fund	2,879,800	4,269,300	48.25%
7 Federal Funds	1,510,800	1,521,300	0.69%
8 Miscellaneous Revenue	75,300	75,300	0.00%
9 Economic Recovery Reserve Fund			
10 Total Funds	4,465,900	5,865,900	31.35%
11 By Expenditure Classification:			
12 Personnel Costs	2,184,900	2,523,200	15.48%
13 Operating Expenditures	1,480,000	2,331,900	57.56%
14 Capital Outlay	168,000	227,800	35.60%
15 Trustee/Benefit Payments	633,000	783,000	23.70%
16 Total Expenditures	4,465,900	5,865,900	31.35%
17 Full Time Position	40.50	45.50	12.35%
18 Budget Overview			
19 House Bill 571 appropriates moneys for the Idaho Commission for Libraries for FY 2009 and transfers funding for the Linking Libraries in Idaho (LiLI) program from the Public Schools budget . House Bill 648 is a trailer bill that appropriates additional monies and three FTEs for the digital repository .			

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IDAHO PUBLIC TELEVISION

FY 2008 Operating Budget

		FY 2008 BUDGET	FY 2009 BUDGET	PERCENT of CHANGE
1				
2	By Program:			
3	Programming	1,523,917	1,602,948	5.19%
4	* Technical Services	2,740,964	3,398,287	23.98%
5	Communications	485,300	561,293	15.66%
6	** Production	1,923,293	1,409,387	-26.72%
7	Administration	1,295,985	1,405,232	8.43%
8	Marketing	1,217,131	1,171,418	-3.76%
9	Total Programs	9,186,590	9,548,565	3.94%
10	By Fund Source:			
11	General Fund	3,279,900	3,530,300	7.63%
12	Federal Funds	400,000		
13	Dedicated CPB Funds	949,200	1,008,400	6.24%
14	Economic Recovery Reserve Fund			
15	Local Funds	4,557,490	5,009,865	9.93%
16	Total Funds	9,186,590	9,548,565	3.94%
17	By Expenditure Classification:			
18	Personnel Costs	3,842,022	4,077,985	6.14%
19	Operating Expenditures	3,224,568	3,314,480	2.79%
20	Capital Outlay	2,120,000	2,156,100	1.70%
20	Total Expenditures	9,186,590	9,548,565	3.94%
21	Full Time Position	57.00	57.00	0.00%

24 Budget Overview

25 SECTION 1. There is hereby appropriated to the State Board of Education for Idaho Public Television the following amounts to be expended according to the designated expense classes from the listed funds for the period July 1, 2008 through June 30, 2009.

Section 2. In accordance with Section 67-3519, Idaho Code, the Idaho Educational Public Broadcasting System is authorized no more that thirty-three (33) full time equivalent positions to be funded by the appropriation in Section 1 of this act, at any point during the period July 1, 2008, through June 30, 2009, unless specifically authorized by the Governor. The Joint Finance Appropriations Committee will be notified promptly of any increased positions so authorized.

Section 3. Any unspent moneys appropriated for digital equipment upgrades for the period July 1, 2007 through June 30, 2008, shall be reappropriated for the purposes of completintg future digital equipment projects. This appropriation acknowledgeds that additional nonstate grant funds may become available to support digital equipment upgrades during the period July 1, 2009 through June 30, 2009.

* The Production Department percentage decrease of 26.72% is because of one-time capital in the remodel of the production control center at IdahoPTV's main offices in Boise.

** The Engineering Department increase of 23.98% is attributed to one- time capital in the ongoing transistion to digital television.

Notes:

FY 2008 budget per Senate Bill 1215.

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IDAHO DIVISION OF VOCATIONAL REHABILITATION
FY 2009 Operating Budget

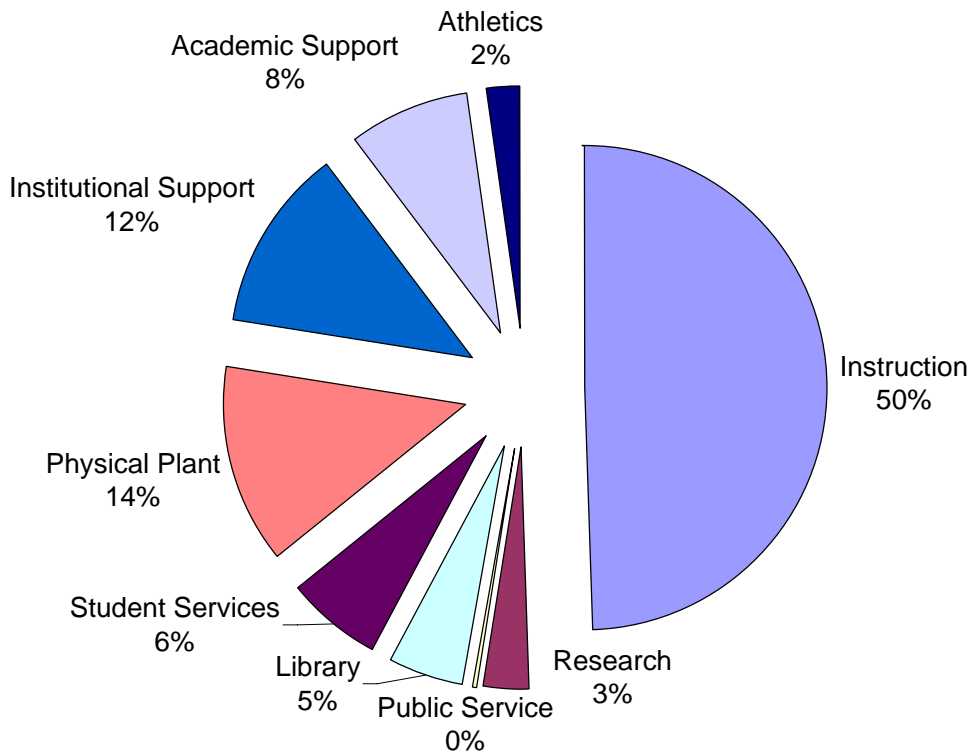
	FY 2008 BUDGET	FY 2009 BUDGET	PERCENT of CHANGE
By Program:			
Renal Disease	649,700	664,900	2.34%
Vocational Rehabilitation	19,718,200	20,238,600	2.64%
Epilepsy League	70,300	70,300	0.00%
Comm. Supp. Employ. Work Svcs. (CSE)	4,237,100	4,321,200	1.98%
Total Programs	24,675,300	25,295,000	2.51%
By Fund Source:			
General Fund	8,353,000	8,520,900	2.01%
Federal Funds	14,800,600	15,221,100	2.84%
Miscellaneous Revenue	900,000	918,900	2.10%
Dedicated Funds	621,700	634,100	1.99%
Economic Recovery Reserve Fund			
Total Funds	24,675,300	25,295,000	2.51%
By Expenditure Classification:			
Personnel Costs	8,311,300	8,868,800	6.71%
Operating Expenditures	1,636,200	1,523,300	-6.90%
Capital Outlay	324,300	211,600	-34.75%
Trustee/Benefit Payments	14,403,500	14,691,300	2.00%
Total Expenditures	24,675,300	25,295,000	2.51%
Full Time Position	150.00	151.00	0.67%

Budget Overview

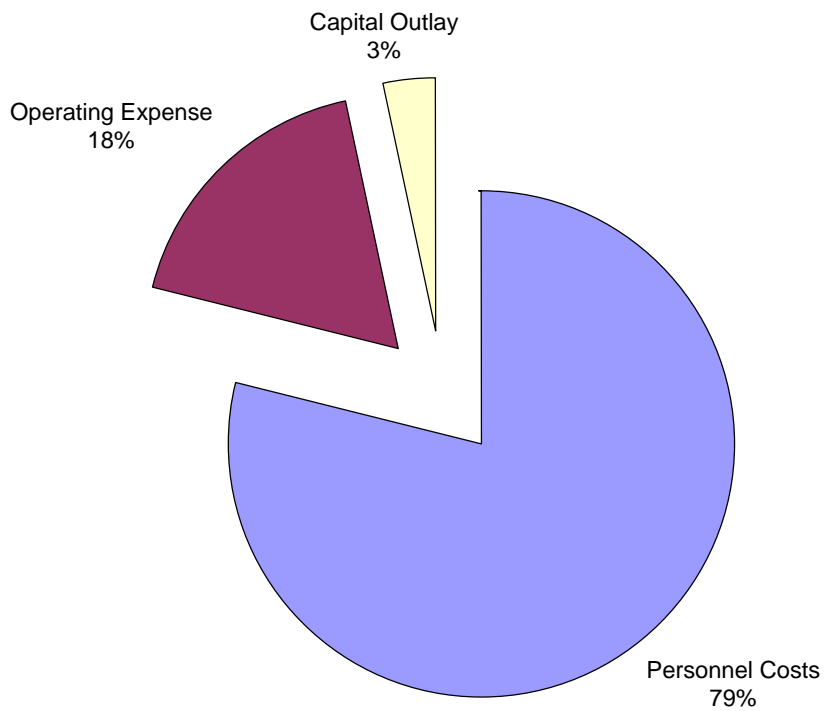
- Personnel costs reflect the 3% employee compensation (CEC) increase in House Concurrent Resolution No.49 for FY 2009 and \$76,500 for the new PASS Plan Writer position added starting FY2009. This position also added one FTP.
- Senate Bill 1492 appropriates moneys for the Idaho Division of Vocational Rehabilitation. In addition to standard program maintenance items and the new personnel funds for the new position this budget includes a 1% Federal increase, and a \$225,000 decrease for removal of one time expenditures from FY2008.

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COLLEGE & UNIVERSITIES
FY09 Appropriated Funds Budget By Function



FY09 Appropriated Funds Budget By Expenditure Classification



COLLEGE & UNIVERSITIES SUMMARY

Budget Distribution by Activity and Expense Class

July 1, 2008 - June 30, 2009

1 2 By Function/ Exp Class	FY2008 Original Budget		FY2009 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
3 By Function:						
4 Instruction	\$197,183,898	50.15%	\$208,170,667	49.47%	\$10,986,769	5.57%
5 Research	10,841,701	2.76%	12,821,989	3.05%	1,980,288	18.27%
6 Public Service	851,723	0.22%	927,712	0.22%	75,989	8.92%
7 Library	20,796,365	5.29%	21,270,539	5.06%	474,174	2.28%
8 Student Services	25,624,322	6.52%	27,114,696	6.44%	1,490,374	5.82%
9 Physical Plant	51,421,158	13.08%	55,656,735	13.23%	4,235,577	8.24%
10 Institutional Support	44,804,530	11.40%	51,022,189	12.13%	6,217,659	13.88%
11 Academic Support	32,549,106	8.28%	34,241,263	8.14%	1,692,157	5.20%
12 Athletics	9,101,290	2.31%	9,546,610	2.27%	445,320	4.89%
13 Total Bdgt by Function	<u>\$393,174,093</u>	<u>100.00%</u>	<u>\$420,772,400</u>	<u>100.00%</u>	<u>\$27,598,307</u>	<u>7.02%</u>
14 By Expense Class:						
15 Personnel Costs:						
16 Salaries:						
17 Faculty	\$121,134,984	30.85%	\$128,254,240	30.73%	\$7,119,256	5.88%
18 Executive/Admin	14,230,871	3.62%	15,108,194	3.62%	877,323	6.16%
19 Managerial/Prof	40,967,548	10.43%	43,253,844	10.36%	2,286,296	5.58%
20 Classified	41,649,589	10.61%	42,846,284	10.27%	1,196,695	2.87%
21 Grad Assist	7,976,112	2.03%	8,201,762	1.97%	225,650	2.83%
22 Irregular Help	6,434,908	1.64%	6,049,791	1.45%	(385,117)	-5.98%
23 Total Salaries	<u>\$232,394,012</u>	<u>59.18%</u>	<u>\$243,714,115</u>	<u>58.39%</u>	<u>\$11,320,103</u>	<u>4.87%</u>
24 Personnel Benefits	76,634,397	19.52%	85,830,081	20.56%	9,195,684	12.00%
25 Total Pers Costs	<u>\$309,028,409</u>	<u>78.70%</u>	<u>\$329,544,196</u>	<u>78.96%</u>	<u>\$20,515,787</u>	<u>6.64%</u>
26 Operating Expense:						
27 Travel	2,096,307	0.53%	2,385,576	0.57%	289,269	13.80%
28 Utilities	13,657,467	3.48%	14,101,467	3.38%	444,000	3.25%
29 Insurance	2,141,817	0.55%	2,798,217	0.67%	656,400	30.65%
30 Other Oper. Exp	52,424,061	13.35%	54,778,163	13.12%	2,354,102	4.49%
31 Total Oper. Exp	<u>\$70,319,652</u>	<u>17.91%</u>	<u>\$74,063,423</u>	<u>17.74%</u>	<u>\$3,743,771</u>	<u>5.32%</u>
32 Capital Outlay:						
33 Depart Equipment	3,911,744	1.00%	4,233,594	1.01%	321,850	8.23%
34 Library Acquisitions	9,398,187	2.39%	9,535,587	2.28%	137,400	1.46%
35 Total Cap Outlay	<u>\$13,309,931</u>	<u>3.39%</u>	<u>\$13,769,181</u>	<u>3.30%</u>	<u>\$459,250</u>	<u>3.45%</u>
36 Tot Bdgt by Exp Class	<u>\$392,657,992</u>	<u>100.00%</u>	<u>\$417,376,800</u>	<u>100.00%</u>	<u>\$24,718,808</u>	<u>6.30%</u>
37 Expenses from One-Time Func	\$4,755,200		\$8,514,100		\$3,758,900	
38 Activity Total	<u>\$397,413,192</u>		<u>\$425,890,900</u>		<u>\$28,477,708</u>	<u>7.17%</u>
39 TOTAL FTE POSITIONS	3,897.36		3,975.13		77.77	2.00%

BOISE STATE UNIVERSITY

Budget Distribution by Activity and Expense Class

July 1, 2008 - June 30, 2009

	FY2008 Original Budget		FY2009 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
By Function/ Exp Class						
By Function:						
Instruction	\$64,774,126	50.99%	\$69,001,703	50.03%	\$4,227,577	6.53%
Research	1,951,416	1.54%	2,437,980	1.77%	486,564	24.93%
Public Service	754,851	0.59%	826,501	0.60%	71,650	9.49%
Library	6,892,437	5.43%	7,122,122	5.16%	229,685	3.33%
Student Services	7,553,586	5.95%	8,331,912	6.04%	778,326	10.30%
Physical Plant	13,746,205	10.82%	14,594,321	10.58%	848,116	6.17%
Institutional Support	15,739,070	12.39%	18,558,940	13.46%	2,819,870	17.92%
Academic Support	13,267,818	10.44%	14,592,921	10.58%	1,325,103	9.99%
Athletics	2,362,091	1.86%	2,442,600	1.77%	80,509	3.41%
13 Total Bdgt by Function	\$127,041,600	100.00%	\$137,909,000	100.00%	\$10,867,400	8.55%
By Expense Class:						
Personnel Costs:						
Salaries:						
Faculty	\$41,844,699	32.94%	\$44,627,389	32.36%	\$2,782,690	6.65%
Executive/Admin	3,811,832	3.00%	4,395,192	3.19%	583,360	15.30%
Managerial/Prof	15,417,723	12.14%	17,111,971	12.41%	1,694,248	10.99%
Classified	11,150,170	8.78%	11,668,223	8.46%	518,053	4.65%
Grad Assist	2,794,296	2.20%	2,861,428	2.07%	67,132	2.40%
Irregular Help	2,136,204	1.68%	1,826,753	1.32%	(309,451)	-14.49%
Total Salaries	\$77,154,924	60.73%	\$82,490,956	59.82%	\$5,336,032	6.92%
Personnel Benefits	24,971,766	19.66%	28,447,158	20.63%	3,475,392	13.92%
Total Pers Costs	\$102,126,690	80.39%	\$110,938,114	80.44%	\$8,811,424	8.63%
Operating Expense:						
Travel	\$595,231	0.47%	\$632,023	0.46%	36,792	6.18%
Utilities	3,497,575	2.75%	3,652,554	2.65%	154,979	4.43%
Insurance	602,728	0.47%	979,028	0.71%	376,300	62.43%
Other Oper. Exp	15,727,218	12.38%	16,862,852	12.23%	1,135,634	7.22%
Total Oper. Exp	\$20,422,752	16.08%	\$22,126,457	16.04%	\$1,703,705	8.34%
Capital Outlay:						
Depart Equipment	\$1,764,934	1.39%	\$2,117,205	1.54%	352,271	19.96%
Library Acquisitions	2,727,224	2.15%	2,727,224	1.98%	0	0.00%
Total Cap Outlay	\$4,492,158	3.54%	\$4,844,429	3.51%	\$352,271	7.84%
36 Tot Bdgt by Exp Class	\$127,041,600	100.00%	\$137,909,000	100.00%	\$10,867,400	8.55%
Expenses from One-Time Funds	\$2,126,500		\$1,900,300		(\$226,200)	
38 Activity Total	\$129,168,100		\$139,809,300		\$10,641,200	8.24%
39 TOTAL FTE POSITIONS	1,280.78		1,318.36		37.58	2.93%

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

2009 State Budget Overview

FY 2008 Operating Budget	\$129,168,100
FY 2009 Increases -	
State Funded CEC Increase & Personnel Benefits	5,323,600
Risk Mgmt/Controller/Treasurer Fees	647,100
Enrollment Workload Adjustment	1,394,400
Occupancy Funding	51,100
Changes in Student Tuition & Fee Revenue	<u>3,451,200</u>
FY 2009 On-going Operating Budget	\$137,909,000
 <u>One-time</u> funding – Library, CAES, Equipment	 <u>1,900,300</u>
FY 2009 Operating Budget	\$139,809,300

General Information

Boise State University's FY 2009 on-going operating budget of \$137,909,000 represents an 8.5% increase over FY 2008.

The State appropriation provided for a 3% increase in personnel salaries that was allocated based on employee performance. In addition, Boise State allocated funds to accommodate academic rank promotions, mid-year strategic hires and 2.5% increases to classified employees successfully completing their 6-month probationary status.

A rigorous examination of the University's budget priorities, performance measures and strategic direction commences in December when the President, Vice Presidents, Deans, and Directors are provided information to evaluate strategies, budgets and performance of all units under their supervision. As a result of this process, the following strategic funding decisions were made. The source of funding comes from the enrollment workload adjustment and increased tuition revenues due to enrollment growth and tuition increases.

1. A Master's program in Community and Regional Planning. \$450,000 has been allocated for this program. Funding will be for faculty, student support staff, Graduate Assistant positions and operating funds to include enhanced library materials.
2. Graduate Assistantships – \$223,768 allocated for ten graduate assistantships. These are in addition to new assistantships planned for MA Community and Regional Planning.
3. Critical funding for Information Technology - \$400,000.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

4. Two staff positions to assist with student advising – one in the College of Education and the other in the College of Health Sciences - \$124,768.
5. Three research positions in The Division of Research. These include a Sr. Research Administrator, Technology Transfer Officer and a Research Equipment Technician - \$312,187.
6. Funding for the continuation of converting adjunct faculty positions to permanent special lecturer status - \$218,917.
7. Funding for Student Disability Services - \$75,000.
8. Modest inflationary increases in academic units' operating budgets -\$95,000.
9. Two faculty positions in the College of Engineering plus funding for a graduate assistant and operating funds in the Materials Science Department totaling more than \$340,000.
10. Funding to expand Distance Education program - \$100,000.
11. Funding for Fixed Cost increases - \$125,000.

Although future year funding challenges remain real and complex for Boise State, the existing institutional values and core beliefs position us well to be a university with defining characteristic of public engagement, academic excellence, vibrant culture and exceptional scholarship.

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IDAHO STATE UNIVERSITY

Budget Distribution by Activity and Expense Class

July 1, 2008 - June 30, 2009

	FY2008 Original Budget		FY2009 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
1 By Function/ Exp Class						
3 By Function:						
4 Instruction	\$57,382,732	54.86%	\$59,415,551	53.53%	\$2,032,819	3.54%
5 Research	2,162,103	2.07%	3,015,928	2.72%	853,825	39.49%
6 Public Service	0	0.00%	0	0.00%	0	0.00%
7 Library	5,020,114	4.80%	5,186,926	4.67%	166,812	3.32%
8 Student Services	6,370,822	6.09%	6,618,099	5.96%	247,277	3.88%
9 Physical Plant	13,192,068	12.61%	13,794,504	12.43%	602,436	4.57%
10 Institutional Support	9,994,618	9.56%	11,018,110	9.93%	1,023,492	10.24%
11 Academic Support	7,504,443	7.17%	8,854,082	7.98%	1,349,639	17.98%
12 Athletics	2,968,100	2.84%	3,089,100	2.78%	121,000	4.08%
13 Total Bdgt by Function	\$104,595,000	100.00%	\$110,992,300	100.00%	\$6,397,300	6.12%
14 By Expense Class:						
15 Personnel Costs:						
16 Salaries:						
17 Faculty	\$34,167,693	32.67%	\$34,801,902	31.36%	\$634,209	1.86%
18 Executive/Admin	3,783,423	3.62%	3,837,433	3.46%	54,010	1.43%
19 Managerial/Prof	9,883,287	9.45%	11,061,843	9.97%	1,178,556	11.92%
20 Classified	11,972,821	11.45%	12,359,159	11.14%	386,338	3.23%
21 Grad Assist	1,651,957	1.58%	1,688,036	1.52%	36,079	2.18%
22 Irregular Help	2,488,225	2.38%	2,640,536	2.38%	152,311	6.12%
23 Total Salaries	\$63,947,406	61.14%	\$66,388,909	59.81%	\$2,441,503	3.82%
24 Personnel Benefits	20,848,544	19.93%	23,253,646	20.95%	2,405,102	11.54%
25 Total Pers Costs	\$84,795,950	81.07%	\$89,642,555	80.76%	\$4,846,605	5.72%
26 Operating Expense:						
27 Travel	\$850,747	0.81%	\$1,079,965	0.97%	229,218	26.94%
28 Utilities	3,728,519	3.56%	3,817,519	3.44%	89,000	2.39%
29 Insurance	473,989	0.45%	681,389	0.61%	207,400	43.76%
30 Other Oper. Exp	11,596,522	11.09%	12,632,120	11.38%	1,035,598	8.93%
31 Total Oper. Exp	\$16,649,777	15.92%	\$18,210,993	16.41%	\$1,561,216	9.38%
32 Capital Outlay:						
33 Depart Equipment	\$756,409	0.72%	\$710,988	0.64%	(45,421)	-6.00%
34 Library Acquisitions	2,392,864	2.29%	2,427,764	2.19%	34,900	1.46%
35 Total Cap Outlay	\$3,149,273	3.01%	\$3,138,752	2.83%	(\$10,521)	-0.33%
36 Tot Bdgt by Exp Class	\$104,595,000	100.00%	\$110,992,300	100.00%	\$6,397,300	6.12%
37 Expenses from One-Time Funds	\$1,921,000		\$2,267,000		346,000	
38 Activity Total	\$106,516,000		\$113,259,300		\$6,743,300	6.33%
39 TOTAL FTE POSITIONS	1,095.68		1,117.69		22.01	2.01%

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

IDAHO STATE UNIVERSITY
FY2009 BUDGET OVERVIEW
GENERAL EDUCATION

The FY09 overall on-going operating budget (\$110,992,300) represents an increase of 6.12% over FY08. State appropriations increased by \$5,399,300 (including \$177,200 increase of State Endowment funding) which is a 7.3% increase. Included is a one-time State appropriation for instructional and instruction related capital equipment replacement (\$2,101,900).

Revenue generated by student fees increased 4.1% (\$1,344,000).

The appropriation provided for a 3% increase in personnel costs. Consistent with current law, all salary increases were based upon pay for performance. Classified employee merit increases were determined by the application of a "merit matrix" as required by the State of Idaho. In addition, ISU used various funding sources to accommodate academic rank promotions (\$129,613) and a classified employee pay scale adjustment by the Idaho Division of Human Resources (DHR). Additionally, a pool of funds was accumulated by providing no budget increase for vacant positions. This funding pool was used to provide equity increases (if justified by salary data comparisons & performance) for high performing faculty & staff.

The student fee increase is the primary source of funds for the increased operating expenses associated with the implementation of the Enterprise Resource Planning system (ERP) - \$838,500.

Through specific appropriation funding and institutional allocations, funding was also provided for:

1. Rendezvous Occupancy \$100,000
2. Library Materials \$200,000 (Includes \$165,100 one-time funding)
3. CAES \$692,900 one-time funding
4. Human Resource Staff \$102,300 (2 FTE workload changes/DHR requirements)
5. Research Support \$100,000
6. Student Counseling Staff \$60,000
7. Alumni Services Support \$55,000
8. Emergency Notification System \$75,000
9. Utility Inflation \$80,000
10. Recruitment/Retention \$96,000
11. Other Misc.

Critical to the budget analysis was ensuring a relationship between the University's strategic plan and the college's/unit's mission plan.

UNIVERSITY OF IDAHO

Budget Distribution by Activity and Expense Class

July 1, 2008 - June 30, 2009

	FY2008 Original Budget		FY2009 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
1 By Function/ Exp Class						
3 By Function:						
4 Instruction	\$64,229,873	46.30%	\$67,647,865	46.03%	\$3,417,992	5.32%
5 Research	6,590,482	4.75%	7,218,520	4.91%	628,038	9.53%
6 Public Service	3,500	0.00%	3,500	0.00%	0	0.00%
7 Library	7,893,053	5.69%	7,935,788	5.40%	42,735	0.54%
8 Student Services	9,909,433	7.14%	10,193,973	6.94%	284,540	2.87%
9 Physical Plant	21,676,475	15.62%	24,438,952	16.63%	2,762,477	12.74%
10 Institutional Support	15,664,985	11.29%	17,657,356	12.01%	1,992,371	12.72%
11 Academic Support	9,882,732	7.12%	8,824,288	6.00%	(1,058,444)	-10.71%
12 Athletics	2,883,160	2.08%	3,048,458	2.07%	165,298	5.73%
13 Total Bdgt by Function	\$138,733,693	100.00%	\$146,968,700	100.00%	\$8,235,007	5.94%
14 By Expense Class:						
15 Personnel Costs:						
16 Salaries:						
17 Faculty	\$38,638,138	27.95%	\$41,620,713	28.99%	\$2,982,575	7.72%
18 Executive/Admin	5,481,983	3.97%	5,687,920	3.96%	205,937	3.76%
19 Managerial/Prof	12,740,506	9.22%	11,967,806	8.34%	(772,700)	-6.06%
20 Classified	16,111,824	11.66%	16,316,335	11.36%	204,511	1.27%
21 Grad Assist	3,529,859	2.55%	3,652,298	2.54%	122,439	3.47%
22 Irregular Help	1,432,479	1.04%	1,174,502	0.82%	(257,977)	-18.01%
23 Total Salaries	\$77,934,789	56.39%	\$80,419,574	56.01%	\$2,484,785	3.19%
24 Personnel Benefits	25,895,903	18.74%	28,459,292	19.82%	2,563,389	9.90%
25 Total Pers Costs	\$103,830,692	75.12%	\$108,878,866	75.84%	\$5,048,174	4.86%
26 Operating Expense:						
27 Travel	\$650,329	0.47%	\$673,588	0.47%	23,259	3.58%
28 Utilities	5,543,394	4.01%	5,743,394	4.00%	200,000	3.61%
29 Insurance	940,100	0.68%	990,100	0.69%	50,000	5.32%
30 Other Oper. Exp	21,959,377	15.89%	21,890,952	15.25%	(68,425)	-0.31%
31 Total Oper. Exp	\$29,093,200	21.05%	\$29,298,034	20.41%	\$204,834	0.70%
32 Capital Outlay:						
33 Depart Equipment	\$1,304,401	0.94%	\$1,304,401	0.91%	0	0.00%
34 Library Acquisitions	3,989,299	2.89%	4,091,799	2.85%	102,500	2.57%
35 Total Cap Outlay	\$5,293,700	3.83%	\$5,396,200	3.76%	\$102,500	1.94%
36 Tot Bdgt by Exp Class	\$138,217,592	100.00%	\$143,573,100	100.00%	\$5,355,508	3.87%
37 Expenses from One-Time Funds	\$516,100		\$3,395,600		\$2,879,500	
38 Activity Total	\$138,733,692		\$146,968,700		\$8,235,008	5.94%
39 TOTAL FTE POSITIONS	1,227.95		1,230.85		2.90	0.24%

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

University of Idaho
FY2009 Budget Overview
General Education

The FY2009 operating budget for General Education totals \$146,968,700, which includes one-time allocations for capital outlay, maintenance and infrastructure, CAES, and library materials in the amount of \$3,395,600. On-going operating allocations are \$5,355,500 or 3.87% higher than in FY 2008. The total allocation for FY 2009 is 5.94% higher than FY 2008 which was \$138,733,700. The allocation also includes an increase in the CEC of 3% and an increase in the amount the state contributes to the health plan to \$8,700 per FTE.

A combination of the new resources provided by the State, as well as ongoing internal resource reallocations has allowed the University to work toward utilizing resources in more effective ways in support of the university strategic plan. The budget planning formally commenced in January, 2008 when a consultant was brought to campus to train the campus community in linking budget planning to strategic priorities. In February, a series of meetings began with deans and unit directors to discuss how to best reallocate our resources in a way that would support our academic and administrative operations. As a result of those meetings, an ongoing reallocation plan was implemented that will allow the university to support strategic objectives in enrollment, research, and advancement initiatives in the next several years.

The ASUI leadership assisted with an integral component for the FY09 operating budget with their solid support of a fee increase proposal. The board approved a student fee increase of 5.00% overall with 4.2% of that increase approved for the matriculation fee. This increase in the matriculation fee along with a projected flat enrollment will result a slight increase in funding for the general education budget for FY 2009 from student fees. The facility portion of the fee was increased by 9.7% in partial alignment of the plan presented in FY 2007 to allow for bonding initiatives and to address deferred maintenance needs in the coming years.

Two additional fee components contained within the proposal that the Board approved in April were additional increases in the professional fees dedicated to the UI College of Law and Art and Architecture. These increases, which are part of a multi-year plan, will enable those colleges to sustain programs and services at a level that ensures quality and continued accreditation. Additional details of the FY09 allocations are shown on the attached allocation summary.

LEWIS-CLARK STATE COLLEGE

Budget Distribution by Activity and Expense Class

July 1, 2008 - June 30, 2009

	FY2008 Original Budget		FY2009 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
By Function/ Exp Class						
By Function:						
Instruction	\$10,797,167	47.35%	\$12,105,548	48.61%	\$1,308,381	12.12%
Research	137,700	0.60%	149,561	0.60%	11,861	8.61%
Public Service	93,372	0.41%	97,711	0.39%	4,339	4.65%
Library	990,761	4.34%	1,025,703	4.12%	34,942	3.53%
Student Services	1,790,481	7.85%	1,970,712	7.91%	180,231	10.07%
Physical Plant	2,806,410	12.31%	2,828,958	11.36%	22,548	0.80%
Institutional Support	3,405,857	14.94%	3,787,783	15.21%	381,926	11.21%
Academic Support	1,894,113	8.31%	1,969,972	7.91%	75,859	4.00%
Athletics	887,939	3.89%	966,452	3.88%	78,513	8.84%
13 Total Bdgt by Function	\$22,803,800	100.00%	\$24,902,400	100.00%	\$2,098,600	9.20%
By Expense Class:						
Personnel Costs:						
Salaries:						
Faculty	\$6,484,454	28.44%	\$7,204,236	28.93%	\$719,782	11.10%
Executive/Admin	1,153,633	5.06%	1,187,649	4.77%	34,016	2.95%
Managerial/Prof	2,926,032	12.83%	3,112,224	12.50%	186,192	6.36%
Classified	2,414,774	10.59%	2,502,567	10.05%	87,793	3.64%
Grad Assist	0	0.00%	0	0.00%	0	0.00%
Irregular Help	378,000	1.66%	408,000	1.64%	30,000	7.94%
Total Salaries	\$13,356,893	58.57%	\$14,414,676	57.88%	\$1,057,783	7.92%
Personnel Benefits	4,918,184	21.57%	5,669,985	22.77%	751,801	15.29%
Total Pers Costs	\$18,275,077	80.14%	\$20,084,661	80.65%	\$1,809,584	9.90%
Operating Expense:						
Travel	\$0	0.00%	\$0	0.00%	0	0.00%
Utilities	887,979	3.89%	888,000	3.57%	21	0.00%
Insurance	125,000	0.55%	147,700	0.59%	22,700	18.16%
Other Oper. Exp	3,140,944	13.77%	3,392,239	13.62%	251,295	8.00%
Total Oper. Exp	\$4,153,923	18.22%	\$4,427,939	17.78%	\$274,016	6.60%
Capital Outlay:						
Depart Equipment	\$86,000	0.38%	\$101,000	0.41%	15,000	17.44%
Library Acquisitions	288,800	1.27%	288,800	1.16%	0	0.00%
Total Cap Outlay	\$374,800	1.64%	\$389,800	1.57%	\$15,000	4.00%
36 Tot Bdgt by Exp Class	\$22,803,800	100.00%	\$24,902,400	100.00%	\$2,098,600	9.20%
Expenses from One-Time Funds	\$191,600		\$951,200		759,600	
38 Activity Total	\$22,995,400		\$25,853,600		\$2,858,200	12.43%
39 TOTAL FTE POSITIONS	292.95		308.23		15.28	5.22%

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Lewis-Clark State College
FY2009 Budget Overview
General Education

The FY2009 General Education budget for Lewis-Clark State College (LCSC) reflects a 9.20% increase over the College's FY2008 budget. Major factors in the overall increase are a 3% Change in Employee Compensation (CEC) appropriation and 8.55 additional FTE as part of the Governor/Legislature initiative to expand statewide nursing and health science programs.

General Education personnel funding for LCSC increased by 9.90% over FY2008. The overall budget increase of 7.16% reflects net decreases in funding for operating expenses and capital outlay. As in FY2008 (in which LCSC received much-needed, but atypically high appropriations for construction of a new nursing/health science facility and alteration and repair needs), the FY2009 budget reflects a year in which one-time investments at LCSC are healthy, but baseline funding increases (i.e., additional ongoing funds other than personnel costs) to offset inflation and sustain other instructional programs at their current levels are minimal.

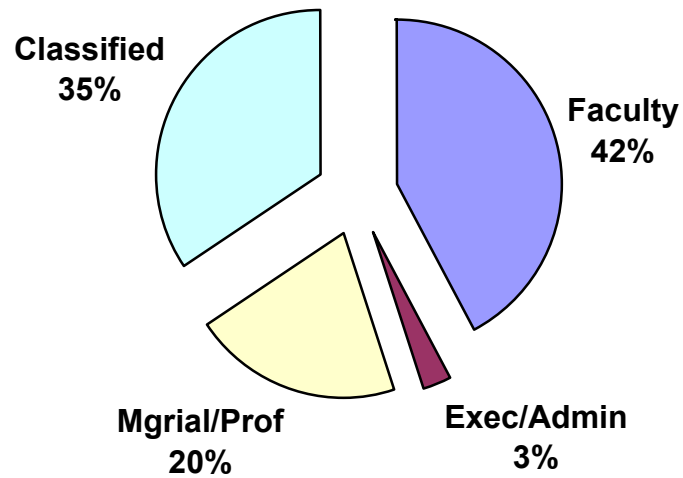
The primary drivers in the net increase in LCSC's General Education positions (15.28 FTE) were the additional nursing/science slots noted above and conversion of adjunct faculty slots to regular faculty (lecturer) positions.

LCSC's budget for FY2009 is consistent with previous budgets developed by the current administration—it is lean and conservative in terms of estimates of student enrollment for the upcoming academic year, and resources are focused on the College's primary assigned mission areas, with prioritization of funding determined through an integrated strategic planning, programming, budgeting, and assessment process. A modest student fee increase for FY2009 (5%) will help to partially offset inflationary costs and sustain instructional programs at roughly the FY08 operations tempo.

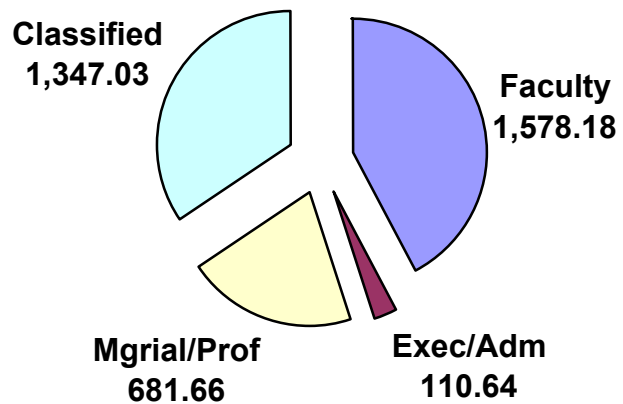
Our overall assessment of LCSC's \$24.9 million General Education budget for FY2009 is that, with prudent management, we can continue to effectively deliver the instructional programs in the primary mission areas assigned to us by the State Board and provide access to high quality, efficient educational services.

Insert Budget Distribution by Activity and Expense Class worksheet Positions by Type charts

**College & Universities
FY09 Budgeted Positions by Type - % of Total**



**College & Universities
FY09 Budgeted Positions by Type - FTP**



COLLEGE & UNIVERSITIES
Operating Budget Personnel Costs Summary
July 1, 2008 - June 30, 2009

		FY2008 Operating Budget				FY2009 Operating Budget			
Classification		FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
BOISE STATE UNIVERSITY									
1	Faculty	553.63	\$41,844,699	\$12,714,968	\$54,559,667	568.54	\$44,627,389	\$14,447,345	\$59,074,734
2	Executive/Administrative	33.18	3,811,832	1,052,902	4,864,734	34.12	4,395,192	1,224,230	5,619,422
3	Managerial/Professional	304.58	15,417,723	5,472,609	20,890,332	319.13	17,111,971	6,369,945	23,481,916
4	Classified	389.39	11,150,170	5,162,770	16,312,940	396.57	11,668,223	6,017,168	17,685,391
5	Irregular Help		2,136,204	456,745	2,592,949		1,826,753	274,013	2,100,766
6	Graduate Assistants		2,794,296	111,772	2,906,068		2,861,428	114,457	2,975,885
7	TOTAL	1,280.78	\$77,154,924	\$24,971,766	\$102,126,690	1,318.36	\$82,490,956	\$28,447,158	\$110,938,114
8	Number of New Positions					37.58			
9									
10									
IDAHO STATE UNIVERSITY									
12	Faculty	451.53	\$34,167,693	\$10,393,870	\$44,561,563	457.21	\$34,801,902	\$11,277,302	\$46,079,204
13	Executive/Administrative	29.24	3,783,423	996,943	4,780,366	29.44	3,837,433	1,054,538	4,891,971
14	Managerial/Professional	192.65	9,883,287	3,477,399	13,360,686	206.02	11,061,843	4,143,475	15,205,318
15	Classified	422.26	11,972,821	5,763,386	17,736,207	425.02	12,359,159	6,516,507	18,875,666
16	Irregular Help		2,488,225	209,182	2,697,407		2,640,536	253,890	2,894,426
17	Graduate Assistants		1,651,957	7,764	1,659,721		1,688,036	7,934	1,695,970
18	TOTAL	1,095.68	\$63,947,406	\$20,848,544	\$84,795,950	1,117.69	\$66,388,909	\$23,253,646	\$89,642,555
19	Number of New Positions					22.01			
20									
21									
UNIVERSITY OF IDAHO									
23	Faculty	510.22	\$38,638,138	\$12,489,500	\$51,127,638	514.03	\$41,620,713	\$14,137,296	\$55,758,009
24	Executive/Administrative	40.03	5,481,983	1,530,000	7,011,983	39.94	5,687,920	1,640,064	7,327,984
25	Managerial/Professional	211.07	12,740,506	4,445,900	17,186,406	214.86	11,967,806	4,381,918	16,349,724
26	Classified	466.63	16,111,824	7,108,700	23,220,524	462.02	16,316,335	7,727,477	24,043,812
27	Irregular Help	0.00	1,432,479	286,504	1,718,983	0.00	1,174,502	509,735	1,684,237
28	Graduate Assistants	0.00	3,529,859	35,299	3,565,158	0.00	3,652,298	62,802	3,715,100
29	TOTAL	1,227.95	\$77,934,789	\$25,895,903	\$103,830,692	1,230.85	\$80,419,574	\$28,459,292	\$108,878,866
30	Number of New Positions					2.90			
31									
32									
LEWIS CLARK STATE COLLEGE									
34	Faculty	122.22	\$6,484,454	\$2,218,961	\$8,703,415	133.82	\$7,204,236	\$2,607,418	\$9,811,654
35	Executive/Administrative	13.90	1,153,633	345,569	1,499,202	13.90	1,187,649	371,761	1,559,410
36	Managerial/Professional	67.35	2,926,032	1,126,417	4,052,449	69.97	3,112,224	1,290,102	4,402,326
37	Classified	89.48	2,414,774	1,191,554	3,606,328	90.54	2,502,567	1,363,250	3,865,817
38	Irregular Help	0.00	378,000	35,683	413,683	0.00	408,000	37,454	445,454
39	Graduate Assistants	0.00	0	0	0	0.00	0	0	0
40	TOTAL	292.95	\$13,356,893	\$4,918,184	\$18,275,077	308.23	\$14,414,676	\$5,669,985	\$20,084,661
41	Number of New Positions					15.28			
42									
43									
TOTAL COLLEGE & UNIVERSITIES									
45	Faculty	1,637.60	\$121,134,984	\$37,817,299	\$158,952,283	1,673.60	\$128,254,240	\$42,469,361	\$170,723,601
46	Exec/Admin	116.35	14,230,871	3,925,414	18,156,285	117.40	15,108,194	4,290,593	19,398,787
47	Mgrial/Prof	775.65	40,967,548	14,522,325	55,489,873	809.98	43,253,844	16,185,440	59,439,284
48	Classified	1,367.76	41,649,589	19,226,410	60,875,999	1,374.15	42,846,284	21,624,402	64,470,686
49	Irregular Help	0.00	6,434,908	988,114	7,423,022	0.00	6,049,791	1,075,092	7,124,883
50	Graduate Assistants	0.00	7,976,112	154,835	8,130,947	0.00	8,201,762	185,193	8,386,955
51	TOTAL	3,897.36	\$232,394,012	\$76,634,397	\$309,028,409	3,975.13	\$243,714,115	\$85,830,081	\$329,544,196
52	Number of New Positions					77.77			

BOISE STATE UNIVERSITY

Detail of Personnel Changes

July 1, 2007 - June 30, 2008

FUNDING SOURCE

		FTE						
1	Department	Description	Change	Amount	CEC	EWA	Other Allocations	Base Reallocation
2								
3	Faculty							
4	Instruction							
5	Arts and Sciences		7.00	564,743	288,538	276,205		
6	Social Sciences and Public Affairs		3.76	322,165	174,711	147,454		
7	Business & Economics		0.00	223,083	221,625	1,458		
8	Education		-0.19	125,744	136,597	-10,853		
9	Engineering		2.47	328,654	145,088	183,566		
10	Health Sciences		1.87	269,202	164,879	104,323		
11	General Education		0.00	161,458	177,777	-16,319		
12	Public Service		0.00	0	0	0		
13	Library		2.00	117,133	114,957	2,176		
14	Student Services		-1.00	-77,834	0	-77,834		
15	Institutional Support		0.00	0	0	0		
16	Academic Support		-1.00	-83,590	6,959	-90,549		
17	Subtotal Faculty		14.91	1,950,758	1,431,131	519,627	0	0
18								
19	Executive/Administrative							
20	Instruction		0.00	9,185	9,185			0
21	Research		0.00	7,613	7,613			0
22	Library		0.00	10,047	10,047			0
23	Student Services		0.00	19,760	19,760			0
24	Operation & Maint of Plan		0.00	4,743	4,743			0
25	Institutional Support		1.00	265,603	135,603	130,000		
26	Academic Support		0.00	80,851	80,851			0
27	Auxiliary Enterprises	Athletics	-0.06	0	3,301			-3,301
28	Subtotal Executive/Administrative		0.94	397,802	271,103	130,000	0	-3,301
29								
30	Managerial /Professional							
31	Instruction							
32	Arts & Sciences		2.00	74,975	16,238			58,737
33	Social Sciences and Public Affairs		-0.15	-10,126	4,786			-14,912
34	Business & Economics		-1.00	-35,574	8,715			-44,289
35	Education		1.84	74,178	3,278			70,900
36	Engineering		-0.53	-16,447	9,329			-25,776
37	Health Sciences		0.04	5,913	4,277			1,636
38	General Studies		-1.00	-42,765	1,331			-44,096
39	Extended Studies		-0.15	10,011	17,641			-7,630
40	Research		2.25	239,914	41,407			198,507
41	Public Service		1.25	53,516	14,708	38,808		
42	Library		0.00	6,158	6,158			
43	Student Services		2.32	224,933	88,468	136,465		
44	Operation & Maint of Plan		1.50	84,373	32,663	51,710		

BOISE STATE UNIVERSITY

Detail of Personnel Changes

July 1, 2007 - June 30, 2008

FUNDING SOURCE							
		FTE				Other	Base
1	Department	Change	Amount	CEC	EWA	Allocations	Reallocation
45	Institutional Support	-1.60	285,812	250,398	35,414		
46	Academic Support	8.43	575,357	161,412	413,945		
47	Auxiliary Enterprises	-0.65	199,608	121,000		78,608	
48	Subtotal Managerial/Professional	14.55	1,729,836	781,809	676,342	78,608	193,077
50	Total Exempt	30.40	4,078,396	2,484,043	1,325,969	78,608	189,776
51							
52	Classified						
53	Instruction						
54	Arts and Sciences	0.50	21,054	28,755			-7,701
55	Social Sciences and Public Affairs	0.00	13,870	13,870			0
56	Business & Economics	0.38	16,959	5,984			10,975
57	Education	0.00	6,139	6,139			0
58	Engineering	-0.50	-4,774	6,552			-11,326
59	Health Sciences	0.00	19,055	19,055			0
60	General Studies	0.00	901	901			0
61	Extended Studies	0.00	7,122	7,122			0
62	Research	0.01	10,127	2,038			8,089
63	Public Service	0.08	3,700	1,110			2,590
64	Library	-1.28	-1,306	44,604			-45,910
65	Student Services	0.00	33,794	35,312			-1,518
66	Operation & Maint of Plant	0.00	87,777	87,319			458
67	Institutional Support	5.00	237,076	37,321			199,755
68	Academic Support	2.99	66,559	31,731			34,828
69	Subtotal Classified	7.18	518,053	327,813	0	0	190,240
70							
71	Total Increases/(Decreases)	37.58	4,596,449	2,811,856	1,325,969	78,608	380,016
72	SUMMARY:						
73	Faculty	14.91	1,950,758	1,431,131			0
74	Executive/Administrative	0.94	397,802	271,103			-3,301
75	Managerial/Professional	14.55	1,729,836	781,809			193,077
76	Classified	7.18	518,053	327,813			190,240
77	Total	37.58	4,596,449	2,811,856	1,325,969	78,608	380,016

IDAHO STATE UNIVERSITY
Detail of Personnel Changes
July 1, 2008 - June 30, 2009

				FUNDING SOURCE		
Department	Description	FTE	Amount	MCO	Other Allocations	Base Reallocation
<u>Faculty</u>						
1 Biology	Professor	(0.60)	(29,955)			(29,955)
2 Biology	Associate Professor	0.50	25,761			25,761
3 Mathematics	Associate Professor	(1.00)	(52,894)			(52,894)
4 Music	Associate Professor	1.00	66,271			66,271
5 Music	Associate Professor	1.00	59,807			59,807
6 Anthropology	Assistant Professor	0.50	24,003			24,003
7 Business	Assist Dean/Instructor	(1.00)	(87,589)			(87,589)
8 Management	Professor	0.50	25,292			25,292
9 Education	Associate Lecturer	1.00	38,168			38,168
10 Education	Professor	(1.00)	(80,891)			(80,891)
11 Engineering/CAES	Assistant Professor	0.65	39,979		30,754	9,225
12 Engineering	Assistant Professor	(0.40)	(38,064)			(38,064)
13 Health Sciences	Assist Prof/Associate Dean	0.50	43,846			43,846
14 Dental Hygiene	Associate Professor	1.00	78,624			78,624
15 College of Tech	Instructor	1.00	48,901			48,901
16 CAES	Associate Professor	0.60	61,701		61,701	
17 CAES	Associate Professor	0.50	51,418		51,418	
18 CAES	Professor	0.25	24,430		24,430	
19 CAES	Associate Professor	0.50	31,959		31,959	
20 CAES	Professor	0.50	74,173		74,173	
21 CAES	Assistant Professor	0.50	31,647		31,647	
22 Misc:		(0.82)	(48,672)	0	0	(48,672)
Subtotal Faculty		5.68	387,915	0	306,082	81,833
<u>Executive/Administrative</u>						
1 IF Education Program	Dean Acad Programs ISU-IF	0.49	60,617			60,617
2 Health Sciences	Associate Dean	(0.50)	(43,846)			(43,846)
3 Miscellaneous		0.21	38,275	0	0	38,275
Subtotal Executive/Administrative		0.20	55,046	0	0	55,046
<u>Managerial/Professional</u>						
1 Education	Technology Support Manager	1.00	40,019			40,019
2 CAES	Instrument Technician	1.00	52,770		52,770	
3 CAES	Director of INSE	0.68	97,479		97,479	
4 Office of Inst Research	FAC Coordinator/Team Lead	0.80	88,009			88,009
5 Student Counseling	Counselor	1.00	69,466		60,000	9,466
6 Registration	Assistant Registrar	1.00	48,922			48,922
7 Custodial	Executive Housekeeper	(1.00)	(26,894)			(26,894)
8 Energy Conserv Projects	Resource Conserv Mgr	(0.67)	(29,227)			(29,227)
9 President's Office	Special Events Coordinator	1.00	32,323			32,323
10 President's Office	Executive Assistant	1.00	53,477			53,477
11 Human Resources	Employee Relations Specialist	1.00	45,406		45,406	
12 University Relations	Sr Univ Relations Coordinator	(0.50)	(34,871)			(34,871)
13 Alumni	Assistant Director	1.00	38,293		38,293	
14 Office of Acad Affairs	Asst Vice Pres F&A/Acad Affairs	1.00	66,061			66,061
15 Computer Services	Sys Analyst for Identity Mgmt	1.00	47,487			47,487
16 Computer Services	Systems Administrator Sr	0.81	43,754		43,754	
17 ERP Operations	Computer Analyst	1.00	37,003			37,003
18 ERP Operations	Application & Security Analyst	1.00	44,034			44,034
19 Athletics	Assoc Athletic Dir	1.00	64,272			64,272
20 Athletics	Assistant Athletic Trainer	0.96	32,011			32,011
21 Athletics	Asst Strength/Cond Coach	(1.00)	(26,208)			(26,208)
22 Misc.		0.29	43,444	0	0	43,444
Subtotal Managerial/Professional		13.37	827,028	0	337,702	489,326

IDAHO STATE UNIVERSITY
Detail of Personnel Changes
July 1, 2008 - June 30, 2009

				FUNDING SOURCE		
Department	Description	FTE	Amount	MCO	Other Allocations	Base Reallocation
<u>Classified</u>						
1 Business	AA2	(0.52)	(17,330)			(17,330)
2 Business	Program Specialist	1.00	42,016			42,016
3 Business	AA2	(1.00)	(33,488)			(33,488)
4 Business	Program Specialist	1.00	40,019			40,019
5 Computer Info Sys	IT Support Technician	1.00	32,772			32,772
6 College of Tech	Instruction Assistant	0.50	11,513			11,513
7 College of Tech	Web Design Specialist	(0.50)	(16,193)			(16,193)
8 CAES	Admin Assistant 2	1.00	27,331		27,331	
9 Library	Library Assistant 1	0.50	12,293			12,293
10 Student Counseling	Office Specialist 2	(0.68)	(13,984)			(13,984)
11 Registration	Technical Records Spec 1	(1.00)	(22,963)			(22,963)
12 Custodial	Custodian Leadworker	1.00	20,030			20,030
13 Custodial	Custodian	1.00	17,597		17,597	
14 Custodial	Custodian	1.00	17,597		17,597	
15 Central Heat Plant	Mech Systems Operator	1.00	26,749			26,749
16 Energy Conserv Projects	Drafter	1.00	26,187			26,187
17 President's Office	Admin Assistant 2	(1.00)	(32,323)			(32,323)
18 President's Office	Program Specialist	(1.00)	(53,477)			(53,477)
19 Human Resources	Personnel Technician	1.00	27,331		27,331	
20 Security	IT Info Systems Tech Sr.	1.00	38,293		38,293	
21 Web Communications	Web Design Specialist	1.00	32,386			32,386
22 Computer Services	IT Programmer Analyst	(1.00)	(42,099)			(42,099)
23 Computer Services	IT Systems Analyst	(1.00)	(36,754)			(36,754)
24 Computer Services	IT Support Technician	1.00	29,890			29,890
25 ERP Operations	IT Systems Analyst	(1.00)	(37,003)			(37,003)
26 ERP Operations	IT Support Technician	(1.00)	(36,754)			(36,754)
27 Athletics	Office Specialist 2	(1.00)	(20,322)			(20,322)
28 Athletics	Office Specialist 2	(1.00)	(20,322)			(20,322)
29 Misc:		0.46	12,496	0	0	12,496
Subtotal Classified		2.76	31,489	0	128,149	(96,660)
Total Increases		22.01	1,301,477	0	771,933	529,545
SUMMARY:						
Faculty		5.68	387,915			
Executive/Administrative		0.20	55,046			
Managerial/Professional		13.37	827,028			
Classified		2.76	31,489			
		22.01	1,301,477			

UNIVERSITY OF IDAHO
Detail of Personnel Changes
July 1, 2008 through June 30, 2009

				Funding Source		
Department	Description	FTE	Amount	MCO	Other Allocations	Base Reallocation
Faculty:						
1 College of Agricultural and Life Sciences	Academic Faculty	2.56	208,163			208,163
2 College of Business	Academic Faculty	0.10	5,000			5,000
3 College of Education	Academic Faculty	(0.57)	(40,444)			(40,444)
4 College of Engineering	Academic Faculty	(2.10)	(139,072)			(139,072)
5 College of Letter, Arts and Social Sciences	Academic Faculty	0.41	67,615			67,615
6 College of Natural Resources	Academic Faculty	0.75	54,506			54,506
7 College of Science	Academic Faculty	2.07	130,203			130,203
8 University Research	Academic Faculty	0.61	47,299			47,299
9 Miscellaneous Changes		(0.02)				-
Subtotal - Faculty:		3.81	333,270	-	-	333,270
Executive/Administrative:						
1 Athletics	Director	(0.03)	6,601			6,601
2 College of Business	Associate Dean	0.08	29,689			29,689
3 College of Natural Resources	Dean	0.01	3,293			3,293
4 University Outreach	Assoc VP/Assoc Director	0.01	2,415			2,415
5 University Outreach	Assoc VP/CEO Boise	(0.14)	8,246			8,246
6 Miscellaneous Changes		(0.02)				-
Subtotal - Executive/Administrative:		(0.09)	50,244	-	-	50,244

UNIVERSITY OF IDAHO
Detail of Personnel Changes
July 1, 2008 through June 30, 2009

				Funding Source		
Department	Description	FTE	Amount	MCO	Other Allocations	Base Reallocation
Managerial/Professional:						
1 Athletics	Assoc Ath. Dir./External Affairs	0.06	5,902			5,902
2 Auditing Services	Staff Internal Audit	1.00	40,539			40,539
3 Central University	Learning Disabilities Specialist	0.06	188			188
4 College of Agricultural and Life Sciences	Assistant to Director	1.00	47,133			47,133
5 College of Agricultural and Life Sciences	Assistant Director, Development	(0.02)	(1,573)			(1,573)
6 College of Agricultural and Life Sciences	Associate Manager, Beef and Sheep	0.23	8,115			8,115
7 College of Agricultural and Life Sciences	Manager, Livestock Feed	(0.15)	(3,759)			(3,759)
8 College of Agricultural and Life Sciences	Computer Specialist	(0.05)	(2,902)			(2,902)
9 College of Agricultural and Life Sciences	Manager, Broadcast System	0.09	5,209			5,209
10 College of Agricultural and Life Sciences	Associate Manager, Dairy Feed	(0.33)	(10,414)			(10,414)
11 College of Education	Program Coordinator	(0.80)	(28,005)			(28,005)
12 College of Education	Director, Development	0.01	114			114
13 College of Engineering	Manager, IT Operations	1.00	62,026			62,026
14 College of Engineering	Director, Admin and Fiscal Operations	1.00	74,318			74,318
15 College of Engineering	Public Information Officer	1.00	46,010			46,010
16 College of Graduate Studies	Assistant Director, Admissions	(0.59)	(25,016)			(25,016)
17 College of Law	UI Systems Analyst	1.00	41,226			41,226
18 College of Letter, Arts and Social Sciences	Tech, Piano	(1.00)	(40,456)			(40,456)
19 College of Letter, Arts and Social Sciences	Director, Admin and Fiscal Operations	0.12	11,358			11,358
20 College of Letter, Arts and Social Sciences	Director, Development	(1.00)	(28,704)			(28,704)
21 College of Letter, Arts and Social Sciences	Director, Development	0.44	20,003			20,003
22 College of Science	Geological Res - Gen Supervisor	0.21	13,200			13,200
23 Enrollment Management	Database Analyst	(0.90)	(42,156)			(42,156)
24 Enrollment Management	Database Analyst	0.95	45,776			45,776
25 Enrollment Management	IT Programmer Analyst	0.06	478			478
26 Enrollment Management	Associate Registrar	(0.15)	1,480			1,480
27 Enrollment Management	Director, Native American Center	(0.09)	1,495			1,495
28 Facilities Management	A & E Project Manager	1.00	58,573			58,573
29 Other Academic Area	Native American Tribal Liason	(0.30)	749			749
30 Strategic Budget/Controler	Administrative Accountant	(1.00)	(49,504)			(49,504)
31 Strategic Budget/Controler	Payroll Admin Manager	1.00	38,376			38,376
32 Student Affairs	Program Coordinator	(0.01)	250			250
33 Technology	Desktop Security Analyst	0.44	25,811			25,811
34 Technology	Assistant Manager, Network & Sys	(0.15)	(9,273)			(9,273)
35 Technology	IT Services Analyst	0.32	20,127			20,127
36 Technology	System Development Analyst	(0.51)	(17,090)			(17,090)
37 Technology	Management Systems Analyst	0.41	17,768			17,768
38 University Advancement	Manager, ITV	(0.02)	509			509
39 University Advancement	Director, Media Relations	0.01	1,778			1,778
40 University Advancement	Assistant to VP	(0.29)	(17,086)			(17,086)
41 University Advancement	Director, Profession Dev/Marketing	0.28	23,624			23,624
42 University Advancement	Senior Director of Development	(0.03)	(3,344)			(3,344)
43 University Advancement	Director, Advancement Info Systems	(0.50)	(6,178)			(6,178)
44 University Outreach	Financial and Admin Services Officer	(0.04)	1,318			1,318
45 University Outreach	Program Director	0.66	47,586			47,586
46 University Research	Crystallographer	(0.61)	(46,144)			(46,144)
47 University Research	Cost Accountant	0.08	3,879			3,879
48 Vice Provost for Academic Affairs	Director, IPO	0.33	4,476			4,476
49 Vice Provost for Academic Affairs	International Student Recruitment	(0.35)	(12,701)			(12,701)
50 Miscellaneous Changes		(0.08)				-
Subtotal - Managerial/Professional:		3.79	325,089	-	-	325,089

UNIVERSITY OF IDAHO
Detail of Personnel Changes
July 1, 2008 through June 30, 2009

					Funding Source		
Department		Description	FTE	Amount	MCO	Other Allocations	Base Reallocation
Classified:							
1	Administrative Operations	Administrative Assistant	0.41	13,262			13,262
2	Auditing Services	Technical Records Specialist	(1.00)	(32,198)			(32,198)
3	Business Systems/Accounting	Coordinator, Student Accounts	(0.32)	(12,770)			(12,770)
4	College of Agricultural and Life Sciences	Management Assistant	(0.95)	(52,002)			(52,002)
5	College of Agricultural and Life Sciences	Student Recruitment	(1.00)	(41,018)			(41,018)
6	College of Agricultural and Life Sciences	Management Assistant	(0.15)	(4,556)			(4,556)
7	College of Agricultural and Life Sciences	Engineering, Tech	(0.82)	(23,233)			(23,233)
8	College of Agricultural and Life Sciences	Budget Specialist	(0.23)	(7,687)			(7,687)
9	College of Agricultural and Life Sciences	Farm Assistant	(0.25)	(6,406)			(6,406)
10	College of Agricultural and Life Sciences	Dairy Center Assistant	(0.24)	(5,267)			(5,267)
11	College of Agricultural and Life Sciences	Dairy Center Assistant	(0.24)	(5,237)			(5,237)
12	College of Agricultural and Life Sciences	Supervisor, Feedmill	(0.11)	(6,351)			(6,351)
13	College of Agricultural and Life Sciences	Supervisor, Accounting Unit	(0.15)	(5,549)			(5,549)
14	College of Agricultural and Life Sciences	Technical Records Specialist	0.31	7,010			7,010
15	College of Agricultural and Life Sciences	Tech, Financial	(0.21)	(5,410)			(5,410)
16	College of Agricultural and Life Sciences	Manager, Greenhouse Facilities	(0.05)	(2,028)			(2,028)
17	College of Agricultural and Life Sciences	Video Network Engineer	(0.50)	(19,240)			(19,240)
18	College of Agricultural and Life Sciences	Compressed Video	(0.50)	(16,724)			(16,724)
19	College of Art and Architecture	Tech, Financial	0.03	573			573
20	College of Business	Administrative Assistant	(1.00)	(36,608)			(36,608)
21	College of Business	Administrative Assistant	1.00	37,773			37,773
22	College of Business	Advising Specialist	0.34	10,319			10,319
23	College of Business	Administrative Assistant	(1.00)	(25,418)			(25,418)
24	College of Business	Administrative Assistant	1.00	25,501			25,501
25	College of Education	Management Assistant	(0.03)	(1,496)			(1,496)
26	College of Education	Tech, Financial	(0.06)	1,018			1,018
27	College of Education	Administrative Assistant	0.01	978			978
28	College of Education	Technical Records Specialist	0.03	1,019			1,019
29	College of Engineering	Manager, IT Operations	(1.00)	(54,018)			(54,018)
30	College of Engineering	Specialist, Fiscal/Personnel	(1.00)	(62,067)			(62,067)
31	College of Engineering	Program Advisor	0.50	9,391			9,391
32	College of Engineering	Administrative Assistant Senior	(0.03)	(1,172)			(1,172)
33	College of Law	IT Support Technician	(1.00)	(39,998)			(39,998)
34	College of Letter, Arts and Social Sciences	Adminstrative Assistant	0.16	6,348			6,348
35	College of Letter, Arts and Social Sciences	Program Advisor	(0.05)	854			854
36	College of Letter, Arts and Social Sciences	Tech, Piano	0.92	40,470			40,470
37	College of Letter, Arts and Social Sciences	Administrative Assistant	0.50	14,040			14,040
38	College of Natural Resources	Administrative Assistant	0.05	2,207			2,207
39	College of Natural Resources	Administrative Assistant	0.05	2,131			2,131
40	College of Natural Resources	Academic and Admin Service Coord	0.08	394			394
41	College of Natural Resources	Administrative Assistant	0.20	(1,360)			(1,360)
42	College of Science	Electronic Instrument Specialist	(0.29)	(9,132)			(9,132)
43	College of Science	Administrative Assistant	(0.03)	757			757
44	College of Science	Adminstrative Assistant	(0.17)	(903)			(903)
45	Enrollment Management	Customer Service Rep	0.12	1,711			1,711
46	Enrollment Management	Graduation and Commencement Svcs	-	7,259			7,259
47	Enrollment Management	Transfer Advisor	(0.47)	(15,561)			(15,561)
48	Enrollment Management	Athletic Eligibility	(0.17)	1,259			1,259
49	Enrollment Management	Financial Aid Advisor	(0.03)	1,061			1,061
50	Facilities Management	Foreperson, Custodian	1.00	29,598			29,598
51	Facilities Management	Customer Service Rep	1.00	29,286			29,286
52	Human Resources	Management Assistant	0.44	16,016			16,016
53	President's Area	Administrative Assistant	1.00	28,080			28,080
54	President's Area	Administrative Assistant	0.17	3,652			3,652
55	Strategic Budget/Controler	Technical Records Specialist	1.00	31,491			31,491

UNIVERSITY OF IDAHO
Detail of Personnel Changes
July 1, 2008 through June 30, 2009

Department	Description	FTE	Amount	Funding Source		
				MCO	Other Allocations	Base Reallocation
56 Strategic Budget/Controler	Technical Records Specialist	(1.00)	(26,000)			(26,000)
57 Student Affairs	Administrative Assistant	(0.15)	(3,358)			(3,358)
58 Student Affairs	Program Advisor	(0.30)	(6,549)			(6,549)
59 Student Affairs	Team Cleaning Specialist	(1.00)	(20,758)			(20,758)
60 Student Affairs	Team Cleaning Specialist	1.00	22,880			22,880
61 Student Affairs	Maintenance Mechanic	(0.92)	(20,515)			(20,515)
62 Student Affairs	Building Superintendent	0.55	21,477			21,477
63 Technology	Media Equipment Specialist	(0.01)	1,590			1,590
64 Technology	IT Service Coordinator	(0.36)	(19,541)			(19,541)
65 University Advancement	Specialist, Video	(0.01)	257			257
66 University Advancement	Photo Specialist Senior	(0.01)	582			582
67 University Advancement	Administrative Assistant	(0.24)	(1,142)			(1,142)
68 University Advancement	UI Foundation Assistant	0.50	20,353			20,353
69 University Advancement	Program Advisor	0.04	725			725
70 University Research	Executive Assistant	0.01	512			512
71 Miscellaneous Changes		0.02				-
Subtotal - Classified:		(4.61)	(199,438)	-	-	(199,438)
Summary:						
	Faculty	3.81	333,270	-	-	333,270
	Executive/Administrative	(0.09)	50,244	-	-	50,244
	Managerial/Professional	3.79	325,089	-	-	325,089
	Classified	(4.61)	(199,438)	-	-	(199,438)
Total:		2.90	509,165	-	-	509,165

Lewis-Clark State College
Detail of Personnel Changes
July 1, 2008 - June 30, 2009

	Department	Description	FTE	Pers Costs	Funding Source		
					MCO	Other Allocations	Base Reallocation
1 Faculty							
2	Business	Lecturer	1.00	35,000		35,000	
3	Business	Lecturer	-1.00	-32,905			-32,905
4	Humanities	Lecturer	1.00	32,000		16,000	16,000
5	Natural Sciences	Lecturer	1.00	30,000		15,000	15,000
6	Natural Sciences	Assistant Professor	1.00	47,000		47,000	
7	Nursing & Health Sciences	Assistant Professor	0.10	3,740			3,740
8	Nursing & Health Sciences	Associate Professor	1.00	50,000		50,000	
9	Nursing & Health Sciences	Associate Professor	1.00	50,000		50,000	
10	Nursing & Health Sciences	Associate Professor	1.00	50,000		50,000	
11	Nursing & Health Sciences	Associate Professor	1.00	56,000		56,000	
12	Nursing & Health Sciences	Assistant Professor	1.00	47,000		47,000	
13	Nursing & Health Sciences	Assistant Professor	1.00	47,000		47,000	
14	Nursing & Health Sciences	Assistant Professor	1.00	47,000		47,000	
15	Nursing & Health Sciences	Assistant Professor	0.50	26,503		26,503	
16	Social Science	Assistant Professor	1.00	41,000		41,000	
17	Total Faculty		11.60	529,338	0	527,503	1,835
19 Executive/Administrative							
20							0
21							0
22	Total Exec/Admin		0.00	0	0	0	0
24 Managerial/Professional							
26	Academic Support	Director, Tennis Center	0.72	33,260			33,260
27	Academic Support	Asst. Coord, Tennis Center	0.55	15,455			15,455
28	Athletics	Women's Track Coach	0.06	5,000		5,000	
29	Business	Program Advisor	1.00	32,000			32,000
30	College Communications	Asst. Director, Sports Info	0.67	21,440		11,000	10,440
31	Community Programs	Director, Distance Learning	-0.02	-1,100			-1,100
32	Community Programs	Director, Adult Basic Ed	0.05	2,600			2,600
33	Community Programs	Instructional Designer/Trainer	0.50	16,000		16,000	
34	Community Programs	Family Education	0.11	2,000			2,000
35	Events & Campus Cards	Director	-0.50	-26,744			-26,744
36	Events & Campus Cards	Asst. Director	-0.50	-19,970			-19,970
37	Institutional Research	Research Analyst, Senior	-1.00	-39,591			-39,591
38	Natural Science	Stockroom Manager	-0.08	-1,259			-1,259
39	Student Services	Counselor	0.06	2,530			2,530
40	Student Services	Program Coordinator/Recruiter	1.00	39,444		39,444	
42	Total Mgrl/Prof		2.62	81,065	0	71,444	9,621
44 Classified							
45	Business/ISBDC	Administrative Asst 1	-0.05	-1,220			-1,220
46	Center for Arts & History	Office Specialist 2	0.41	10,280			10,280
47	Controller's Office	Financial Technician	0.12	3,500			3,500
48	Institutional Research	Technical Records Specialist 2	1.00	31,429			31,429
49	Nursing & Health Sciences	Administrative Asst 1	-0.04	-650			-650
50	Physical Plant	Custodian	-0.38	-6,703			-6,703
52	Total Classified		1.06	36,636	0	0	36,636
53 Total Personnel Cost Changes			15.28	647,039	0	598,947	48,092
55 SUMMARY							
56	Faculty		11.60	529,338			
57	Executive/Administrative		0.00	0			
58	Managerial/Professional		2.62	81,065			
59	Classified		1.06	36,636			
60	Total		15.28	647,039			

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Postsecondary Professional-Technical Education System
Fiscal Year 2009 Budget Overview

The allocation and reallocation of funds for the FY2009 Postsecondary Professional-Technical Education System is based on the Strategic Plan for Professional-Technical Education in Idaho – FY2005 – 2009, as well as Board and Legislative Intent.

The FY2008 budget reflects an overall increase in the on-going budget of \$1,506,200 or 4.73% in the state general fund. In addition, the Legislature appropriated an increase of \$12,000 in student fees at EITC and \$595,600 of one-time funding from the State General Fund for replacement OE and CO and One-Time Instructional Equipment. The overall increase in the state general fund allocation includes: (1) CEC at 3% in the amount of \$844,500; (2) cost of benefits increases in the amount of \$877,700; and (3) changes to the Risk Management costs and Controller fees at EITC which resulted in an increase of \$34,000.

Reallocation

Personnel costs and capital outlay were reallocated to operating expenses.

Postsecondary Professional-Technical Education System

Operating Budget Distribution by Activity and Expense Standard Class

July 1, 2008 - June 30, 2009

	Original FY 2008	Percent of Total	Original FY 2009	Percent of Total	Change from Prior Year	Percent Change
By Activity:						
Instruction	35,644,095	93.62%	37,303,260	93.81%	1,659,165	4.65%
Plant Maintenance & Operations	1,758,805	4.62%	1,867,840	4.70%	109,035	6.20%
One-Time Funding	671,800	1.76%	595,600	1.50%	(76,200)	-11.34%
Total Operating Budget	38,074,700	100.00%	39,766,700	100.00%	1,692,000	4.44%
TOTAL BUDGET	<u>38,074,700</u>	<u>100.00%</u>	<u>39,766,700</u>	<u>100.00%</u>	<u>1,692,000</u>	<u>4.44%</u>
By Expense Standard Class:						
Personnel Costs-						
Faculty	14,825,168	39.64%	15,371,674	39.24%	546,506	3.69%
Executive/Administrative	940,256	2.51%	850,086	2.17%	(90,170)	-9.59%
Managerial/Professional	3,386,362	9.05%	3,384,854	8.64%	(1,508)	-0.04%
Classified	3,409,865	9.12%	3,728,874	9.52%	319,009	9.36%
Irregular Help	743,525	1.99%	871,303	2.22%	127,778	17.19%
Total Salaries	23,305,176	62.31%	24,206,791	61.80%	901,615	3.87%
Personnel Benefits	8,464,294	22.63%	9,302,353	23.75%	838,059	9.90%
Total Personnel Costs	31,769,470	84.94%	33,509,144	85.55%	1,739,674	5.48%
Operating Expenses-	4,516,663	12.08%	4,668,760	11.92%	152,097	3.37%
Capital Outlay-	1,116,767	2.99%	993,196	2.54%	(123,571)	-11.07%
Total On-Going Operating Budget	37,402,900	100.00%	39,171,100	100.00%	1,768,200	4.73%
One-Time Funding	671,800		595,600			
TOTAL BUDGET	<u>38,074,700</u>	<u>100.00%</u>	<u>39,766,700</u>	<u>100.00%</u>	<u>1,692,000</u>	<u>4.44%</u>
Total Full Time Positions (FTP)	<u>504.10</u>		<u>510.27</u>		<u>6.17</u>	<u>1.22%</u>

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**Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Summary
July 1, 2008 - June 30, 2009**

FY 2008 Operating Budget					FY 2009 Operating Budget			
<u>Classification</u>	<u>FTP</u>	<u>Salaries</u>	<u>Benefits</u>	<u>Total</u>	<u>FTP</u>	<u>Salaries</u>	<u>Benefits</u>	<u>Total</u>
Faculty	315.69	14,825,168	5,340,466	20,165,634	320.71	15,371,674	5,879,654	21,251,328
Exec/Admin	9.98	940,256	268,736	1,208,992	8.45	850,086	248,628	1,098,714
Manage/Prof	62.25	3,386,362	1,182,911	4,569,273	59.55	3,384,854	1,237,598	4,622,452
Classified	116.18	3,409,865	1,559,166	4,969,031	121.56	3,728,874	1,810,136	5,539,010
Irreg Help	0.00	743,525	113,015	856,540	0.00	871,303	126,337	997,640
TOTAL	504.10	23,305,176	8,464,294	31,769,470	510.27	24,206,791	9,302,353	33,509,144

**Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Position Change Schedule
July 1, 2008 - June 30, 2009**

				Funding Source	
				Above MCO	Base Reallocation
<u>Program</u>	<u>Position Description</u>	<u>FTP</u>	<u>Salary Amount</u>		
<u>Faculty</u>					
Boise State University					
LPN	Instructor	1.00	61,333	0	61,333
Heavy Equipment Tech	Instructor	1.00	40,000	0	40,000
Industrial Maintenance	Instructor	(1.00)	(50,336)	0	(50,336)
Computer Network Tech	Instructor	1.00	42,000	0	42,000
Computer Service Tech	Instructor	(1.00)	(42,016)	0	(42,016)
Applied Academics	Instructor	(0.75)	(29,313)	0	(29,313)
BSU Total		0.25	21,668	0	21,668
College of Southern Idaho					
Information Technology	Instructor	(0.50)	(19,000)	0	(19,000)
Information Technology	Instructor	0.30	12,000	0	12,000
Human Services	Instructor	0.50	18,000	0	18,000
Residential Construction	Instructor	(0.58)	(23,279)	0	(23,279)
Residential Construction	Instructor	1.00	41,640	0	41,640
Law Enforcement	Instructor	0.30	12,000	0	12,000
Residential Construction	Instructor	0.50	18,000	0	18,000
Surgical First Assistant	Instructor	1.00	37,500	0	37,500
Fisheries Technology	Instructor	0.50	28,600	0	28,600
CSI Total		3.02	125,461	0	125,461
Eastern Idaho Technical College					
Electronics	Instructor	(1.00)	(20,250)	0	(20,250)
Practical Nursing	Instructor	1.00	35,000	0	35,000
EITC Total		0.00	14,750	0	14,750
Idaho State University					
Dental Lab Assistant Tech	Instructor	(0.51)	(16,266)	0	(16,266)
Dental Lab Assistant Tech	Instructor	0.50	16,775	0	16,775
Electronics Systems Tech	Instructor	(1.00)	(54,538)	0	(54,538)
Electronics Systems Tech	Instructor	0.92	56,221	0	56,221
General Education	Instructor	0.18	8,048	0	8,048
Business Information	Instructor	(1.00)	(44,533)	0	(44,533)
Web Page Design and Mgt		1.00	45,906	0	45,906
Electronic Wireless/Telecom		(1.00)	(44,616)	0	(44,616)
Electro-Tech - Core	Instructor	1.00	45,074	0	45,074
ISU Total		0.09	12,071	0	12,071
Lewis-Clark State College					
Auto Mechanics Tech	Instructor	(1.00)	(31,018)	0	(31,018)
Sabbaticals	Instructor	(0.50)	(15,150)	0	(15,150)
Sabbaticals	Instructor	0.59	18,831	0	18,831
LCSC Total		(0.91)	(27,337)	0	(27,337)
North Idaho College					
Human Services	Instructor	(1.00)	(60,549)	0	(60,549)
Allied Health	Instructor	1.00	62,365	0	62,365
Human Resources	Instructor	(1.00)	(39,555)	0	(39,555)
ATEC	Instructor	1.00	40,742	0	40,742
ATEC	Instructor	0.47	22,603	0	22,603
ATEC	Instructor	(1.00)	(46,691)	0	(46,691)
HVAC/R	Instructor	1.00	35,953	0	35,953

**Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Position Change Schedule
July 1, 2008 - June 30, 2009**

				Funding Source	
	Position		Salary	Above	Base
Program	Description	FTP	Amount	MCO	Reallocation
BUSO	Instructor	(1.00)	(64,398)	0	(64,398)
Landscape	Instructor	(1.00)	(44,999)	0	(44,999)
North Idaho College Continued					
BUSO	Instructor	(0.70)	(20,428)	0	(20,428)
Radiography Technician	Instructor	1.00	41,706	0	41,706
AUTO	Instructor	0.50	9,708	0	9,708
Diesel	Instructor	0.50	8,961	0	8,961
EMT	Instructor	1.00	41,706	0	41,706
Medical Assistant	Instructor	1.00	41,706	0	41,706
Welding	Instructor	0.80	20,162	0	20,162
Outdoor Power	Instructor	0.50	10,455	0	10,455
AUTO	Instructor	(1.00)	(36,994)	0	(36,994)
AUTO	Instructor	0.50	9,708	0	9,708
NIC Total		2.57	32,161	0	32,161
Total Faculty		5.02	178,774	0	178,774
Executive/Administrative					
Boise State University					
Administration	Associate Dean	(1.00)	(78,749)	0	(78,749)
Administration	Associate Dean	(0.53)	(42,983)	0	(42,983)
NIC Total		(1.53)	(121,732)	0	(121,732)
Total Executive/Administrative		(1.53)	(121,732)	0	(121,732)
Managerial/Professional					
Boise State University					
Administration	Network Administrator	(1.00)	(54,266)	0	(54,266)
Administration	Network Administrator	(1.00)	(51,501)	0	(51,501)
Administration	Network Administrator	0.50	31,279	0	31,279
Administration	Network Administrator	0.50	31,279	0	31,279
Administration	Grants Writer	1.00	62,908	0	62,908
Information Technology	Director	(1.00)	(69,244)	0	(69,244)
Student Support	Education Specialist	(0.61)	(25,647)	0	(25,647)
Student Support	Systems Coordinator	(1.00)	(44,720)	0	(44,720)
Research & Development	Coordinator	(0.40)	(21,107)	0	(21,107)
Marketing	Marketing Specialist	(0.50)	(20,600)	0	(20,600)
Marketing	Marketing Specialist	0.66	22,219	0	22,219
ABE	Coordinator	(0.52)	(29,421)	0	(29,421)
ABE	Coordinator	0.30	21,241	0	21,241
Instructional Support	Special Project Coord	0.10	5,589	0	5,589
Health Programs	Center Manager	1.00	63,902	0	63,902
BSU Total		(1.97)	(78,089)	0	(78,089)
College of Southern Idaho					
Developmental Studies	Department Chair	(0.50)	(34,352)	0	(34,352)
Developmental Studies	Department Chair	1.00	74,066	0	74,066
Student Services	Counselor	(0.80)	(33,287)	0	(33,287)
Student Services	Counselor	1.00	43,157	0	43,157
WorkSmart	CND Coordinator	(1.00)	(33,242)	0	(33,242)
WorkSmart	CND Coordinator	0.50	20,509	0	20,509
Disabilities Student Svcs	Coordinator	(1.00)	(52,615)	0	(52,615)
CSI Total		(0.80)	(15,764)	0	(15,764)
Idaho State University					

**Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Position Change Schedule
July 1, 2008 - June 30, 2009**

				Funding Source	
	Program	Position Description	FTP	Salary Amount	Above Base MCO Reallocation
133	Electronics Department	Chair	(1.00)	(67,309)	0 (67,309)
134	Electronics Department	Chair	0.86	70,648	0 70,648
135	Workforce Training	Training Developer	(1.00)	(48,194)	0 (48,194)
136	Workforce Training	Assistant Director	1.00	49,691	0 49,691
137	ISU Total		(0.14)	4,837	0 4,837
141	<u>Managerial/Professional Continued</u>				
142	Lewis-Clark State College				
143	Workforce Training	Coordinator	(0.63)	(25,878)	0 (25,878)
144	Workforce Training	Coordinator	0.64	26,368	0 26,368
145	LCSC Total		0.01	490	0 490
146	North Idaho College				
147	Workforce Training	Assistant Vice President	(1.00)	(80,289)	0 (80,289)
148	Workforce Training	Executive Director	1.00	82,698	0 82,698
149	RE & Resort Rec Mgmt	Division Chair	0.20	10,550	0 10,550
150	NIC Total		0.20	12,959	0 12,959
151	Total Managerial/Professional		(2.70)	(75,567)	0 (75,567)
152	<u>Classified</u>				
153	Boise State University				
154	Administration	Bus Operation Specialist	(1.00)	(48,714)	0 (48,714)
155	Instructional Support	Admin Assistant 1	1.00	25,044	0 25,044
156	Administration	Admin Assistant 1	1.00	24,000	0 24,000
157	Administration	Admin Assistant 1	(0.50)	(12,304)	0 (12,304)
158	Instructional Support	Admin Assistant 1	1.00	25,480	0 25,480
159	Student Support	Tech Records Specialist	1.00	25,000	0 25,000
160	Student Support	Tech Records Specialist	(0.75)	(19,095)	0 (19,095)
161	Student Support	Admin Assistant 1	0.50	14,655	0 14,655
162	Student Support	Admin Assistant 1	(0.25)	(6,401)	0 (6,401)
163	Administration	Finance Tech	1.00	29,039	0 29,039
164	Welding	Non-Inst Aide	(0.20)	(4,987)	0 (4,987)
165	Welding	Non-Inst Aide	0.50	12,397	0 12,397
166	Auto Tech	Non-Inst Aide	(0.63)	(14,960)	0 (14,960)
167	Auto Tech	Non-Inst Aide	0.50	12,397	0 12,397
168	Culinary Arts	Non-Inst Aide	0.50	13,666	0 13,666
169	BSU Total		3.67	75,217	0 75,217
170	College of Southern Idaho				
171	Practical Nursing	Lab Aide	0.30	7,500	0 7,500
172	Student Services	Specialist	(1.00)	(32,601)	0 (32,601)
173	CSI Total		(0.70)	(25,101)	0 (25,101)
174	Idaho State University				
175	Public Relations & Information	Admin Assistant I	(0.75)	(14,448)	0 (14,448)
176	Public Relations & Information	Admin Assistant I	0.58	15,324	0 15,324
177	Technical Department	Office Specialist 2	(1.00)	(23,442)	0 (23,442)
178	Technical Department	Office Specialist 1	1.00	24,856	0 24,856
179	Electronics Department	Office Specialist 2	(1.00)	(24,190)	0 (24,190)
180	Electronics Department	Office Specialist 1	1.00	25,688	0 25,688
181	Fiscal Records Office	Financial Specialist	(0.25)	(8,293)	0 (8,293)
182	Fiscal Records Office	Accountant	0.50	18,949	0 18,949
183	Practical Nursing	Instruction Assistant	0.50	11,513	0 11,513
184	ISU Total		0.58	25,957	0 25,957

**Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Position Change Schedule
July 1, 2008 - June 30, 2009**

				Funding Source	
				Above MCO	Base Reallocation
	<u>Program</u>	<u>Position Description</u>	<u>FTP</u>	<u>Salary Amount</u>	
185	Lewis-Clark State College				
186	Auto Mechanics Tech	Instructional Aide	1.00	32,569	0 32,569
187	BTS	Print Tech/Inst Aide	(0.80)	(24,835)	0 (24,835)
188	BTS	Print Prod Spec/Inst Aide	0.70	25,495	0 25,495
189	LCSC Total		0.90	33,229	0 33,229
190	North Idaho College				
191	Trades & Industry	Sr. Admin Assistant	(1.00)	(29,480)	0 (29,480)
192	Professional, Tech, Workforce	Executive Assistant	1.00	38,081	0 38,081
193	Carpentry	Lab Aide Instructor	0.36	8,384	0 8,384
194	Trades & Industry	Tool Room Attendant	0.71	16,299	0 16,299
195	AUTO	Tool Room Attendant	(0.80)	(14,762)	0 (14,762)
199	Classified Continued				
200	North Idaho College Continued				
201	AUTO	Tool Room Attendant	0.71	17,569	0 17,569
202	Allied Health	Administrative Assistant	(1.00)	(18,361)	0 (18,361)
203	Allied Health	Administrative Assistant	0.85	22,932	0 22,932
204	Culinary Arts	Lab Aide Instructor	(0.40)	(7,217)	0 (7,217)
205	Culinary Arts	Lab Aide Instructor	0.50	8,961	0 8,961
206	NIC Total		0.93	42,406	0 42,406
207	Total Classified		5.38	151,708	0 151,708
208					
209	TOTAL		6.17	133,183	0 133,183
210					
211					
212					
213					
214	SUMMARY:				
215	Faculty		5.02	178,774	
216	Executive/Administrative		(1.53)	(121,732)	
217	Managerial/Professional		(2.70)	(75,567)	
218	Classified		5.38	151,708	
219	Total		6.17	133,183	

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

University of Idaho
FY2009 Budget Overview
Agricultural Research and Extension

The Agricultural Research and Extension Appropriation (ARES) received an increase in appropriations over the FY08 base of 1.9%. This will be used to cover an average 3% increase in CEC. ARES also received benefit cost funding of \$434,600. Please see the accompanying allocation summary.

UNIVERSITY OF IDAHO
AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2009
AGRICULTURAL RESEARCH AND EXTENSION SYSTEM

1 FUNDS AVAILABLE	FTE	AMOUNT
2		
3 FY2009 Operating Budget Base	370.46	\$ 32,687,600
4 Adjustments: Reappropriation		12,800
5 Adjustments: Other Appropriation Adjustments		3,016,000
6 Adjustments: Remove One-Time		(3,528,800)
7 Adjustments: Base Adjustments		(4,971,900)
8 Federal Appropriations		4,814,661
9 Miscellaneous Receipts		189,900
10 Adjustments: Internal Reallocations	2.59	
11 FY2009 Adjusted Budget Base	373.05	\$ 32,220,261
12		
13 Additional Funding for FY2009		
14 Benefit Costs		\$ 434,600
15 CEC		648,900
16 Total Additional Funding	-	\$ 1,083,500
17 Total Funds Available for FY2009	373.05	\$ 33,303,761
18		
19		
20		
21 ALLOCATION OF FUNDS		
22		
23 FY2009 Adjusted Budget Base	373.05	\$ 32,220,261
24		
25 MCO Increases to Budget Base		
26 Benefit Costs		\$ 434,600
27 CEC		648,900
28 Total MCO Increases	-	\$ 1,083,500
29		
30 Enhancements to Budget Base		
31		\$ -
32		-
33 Total Enhancements	-	\$ -
34		
35 Total Increases	-	\$ 1,083,500
36		
37 FY2009 Operating Budget	373.05	\$ 33,303,761

AGRICULTURAL RESEARCH & EXTENSION SERVICE

Operating Budget Personnel Costs Summary

July 1, 2008- June 30, 2009

Classification	FY2008 Operating Budget				FY2009 Operating Budget			
	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
Faculty	189.32	\$13,261,969	\$4,374,967	\$17,636,936	188.97	\$13,650,406	\$4,595,157	\$18,245,563
Executive/Administrative	3.12	456,416	125,125	581,541	3.12	468,224	128,400	596,624
Managerial/Professional	35.15	1,806,350	665,800	2,472,150	38.70	1,993,202	767,600	2,760,802
Classified	145.40	4,995,013	2,186,800	7,181,813	142.25	5,034,645	2,326,100	7,360,745
Irregular Help		312,324	62,500	374,824		334,220	66,800	401,020
Graduate Assistants		527,636	5,300	532,936		543,465	5,400	548,865
TOTAL	372.99	\$21,359,708	\$7,420,492	\$28,780,200	373.04	\$22,024,162	\$7,889,457	\$29,913,619

**Agricultural Research and Extension Service
Operating Budget Personnel Cost Summary
July 1, 2008 through June 30, 2009**

Department	Description	FTE	Amount	Funding Source		
				MCO	Other Allocations	Base Reallocation
Faculty:						
Ag Economics & Rural Sociology	Reallocation	0.13	30,624			30,624
Ag & Extension Education	Reallocation	(0.05)	1,200			1,200
Biological & Ag Engineering	Reallocation	(0.30)	(1,557)			(1,557)
Animal & Veterinary Science	Reallocation	(1.63)	(106,434)			(106,434)
MMBB	Reallocation	(0.48)	(59,319)			(59,319)
Plant, Soil & Entomological Sci.	Reallocation	(0.66)	(24,179)			(24,179)
Food Science & Toxicology	Reallocation	(0.53)	(31,832)			(31,832)
Family & Consumer Sciences	Reallocation	1.25	86,787			86,787
N. Cummings Research Ext Ed Center	Reallocation	1.00	92,518			92,518
District I	Reallocation	0.97	40,772			40,772
District II	Reallocation	(0.02)	4,815			4,815
District III	Reallocation	(0.06)	(60,194)			(60,194)
District IV	Reallocation	0.01	88			88
Net Various Changes	Reallocation	0.02				
Total Exempt/Faculty		(0.35)	(26,711)	0	0	(26,711)
Managerial/ Professional:						
College of Ag Administration	Reallocation	0.64	9,470			9,470
Ag Economics & Rural Sociology	Reallocation	(1.00)	(54,247)			(54,247)
Ag & Extension Education	Reallocation	(0.09)	1,573			1,573
Animal & Veterinary Science	Reallocation	1.26	50,610			50,610
Palouse Research Ext Ed Center	Reallocation	1.64	64,968			64,968
Plant, Soil & Entomological Sci.	Reallocation	0.72	39,004			39,004
Food Science & Toxicology	Reallocation	(0.10)	4,320			4,320
Net Various Changes	Reallocation	0.48				
Total Managerial/Professional		3.55	115,698	0	0	115,698
Executive/Admin:						
Ag Admin	Reallocation					
Ag Admin	Reallocation					
Total Exec/Admin		0.00	0	0	0	0
Classified:						
College of Ag Administration	Reallocation	(0.32)	(10,492)			(10,492)
Ag Economics & Rural Sociology	Reallocation	0.15	5,076			5,076
Ag & Extension Education	Reallocation	1.00	42,286			42,286
Biological & Ag Engineering	Reallocation	(0.19)	(4,196)			(4,196)
Animal & Veterinary Science	Reallocation	(2.56)	(88,648)			(88,648)
MMBB	Reallocation	(0.28)	2,692			2,692
Palouse Research Ext Ed Center	Reallocation	1.27	33,593			33,593
Plant, Soil & Entomological Sci.	Reallocation	(1.74)	(57,245)			(57,245)
Net Various	Reallocation	(0.48)				
Total Classified		(3.15)	(76,934)	0	0	(76,934)
Total FTE Changes		0.05	12,053	0	0	12,053

HEALTH PROGRAMS

FY 2009 Operating Budget

		FY 2008 BUDGET	FY 2009 BUDGET	PERCENT of CHANGE
1				
2	By Program:			
3	WI Veterinary Education	1,843,700 #	1,874,200	1.65%
4	WWAMI Medical Education	3,664,000	3,719,600	1.52%
5	IDEP Dental Education	1,275,400	1,342,200	5.24%
6	University of Utah Medical Education	1,088,800	1,143,600	5.03%
7	Family Practice Residency Programs	1,984,400	1,635,700	-17.57%
8	Prof. Student. Exch. Prog. - Optometry	228,800	236,800	3.50%
9	Psychiatry Residency	40,600	81,900	101.72%
10	Total Programs	10,125,700	10,034,000	-0.91%
11	By Fund Source:			
12	General Fund	9,180,700	9,459,900	3.04%
13	Student Fee Revenue	528,300	574,100	8.67%
14	Millenium Fund	416,700	0	0.00%
15	Total Funds	10,125,700	10,034,000	-0.91%
16	By Expenditure Classification:			
17	Personnel Costs	2,075,900	2,157,900	3.95%
18	Operating Expenditures	1,693,100	1,745,200	3.08%
19	Capital Outlay	25,900	0	0.00%
20	Trustee & Benefits	5,914,100	6,130,900	3.67%
21	Lump Sum	416,700	0	0.00%
22	Total Expenditures	10,125,700	10,034,000	-0.91%
23	Full Time Position	20.39	20.39	0.00%

24 Budget Overview

Personnel costs reflect the 3% employee compensation (CEC) increase included in Senate Bill 49 for FY 2009. The Legislature provided the second year of funding for the Pyschiatry Residency Program. This program was first funded in FY 2008, with funding being built out over four years.

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SPECIAL PROGRAMS

FY 2009 Operating Budget

	FY 2008 BUDGET	FY 2009 BUDGET	PERCENT of CHANGE
1			
2 By Program:			
3 Forest Utilization Research	626,600	647,700	3.37%
4 Geological Survey	874,800	907,300	3.72%
5 Scholarships and Grants:			
6 Idaho Promise Scholarship - A	331,300	331,300	0.00%
7 Idaho Promise Scholarship - B	4,446,700	4,446,700	0.00%
8 Atwell Parry Work Study Program	1,344,500	1,344,500	0.00%
9 Minority/"At Risk" Scholarship	111,000	111,000	0.00%
10 Teachers/Nurses Loan Forgiveness	168,600	215,300	27.70%
11 Freedom Scholarship		13,000	100.00%
12 Peace Officer/Firefighter Scholarship	57,200	37,500	-34.44%
13 Grow Your Own Teacher Scholarship	366,500	366,500	0.00%
14 Leveraging Educ Asst Program (LEAP)	721,400	721,400	0.00%
15 Special Leveraging Educ Asst Part (SLEAP)	179,600	179,600	0.00%
16 Byrd Honors	207,500	207,500	0.00%
17 Need & Merit Based Scholarships	1,925,000	1,925,000	0.00%
18 Unallocated Federal Appropriation	43,200	43,200	0.00%
19 Total Scholarships and Grants	9,902,500	9,942,500	0.40%
20 Museum of Natural History	595,500	599,300	0.64%
21 Small Business Development Centers	302,700	324,100	7.07%
22 Idaho Council for Economic Development	57,500	54,700	-4.87%
23 Technical Help	176,200	187,000	6.13%
24 Total Programs	12,535,800	12,662,600	1.01%
23 By Fund Source:			
24 General Fund	12,095,800	12,222,600	1.05%
25 Federal Funds	440,000	440,000	0.00%
26 Economic Recovery Reserve Fund			
27 Total Funds	12,535,800	12,662,600	1.01%
28 By Expenditure Classification:			
29 Personnel Costs	2,382,800	2,506,300	5.18%
30 Operating Expenditures	135,200	189,900	40.46%
31 Capital Outlay	57,800	23,900	
32 Trustee/Benefit Payments	9,960,000	9,942,500	-0.18%
33 Total Expenditures	12,535,800	12,662,600	1.01%
34 Full Time Position	48.92	34.40	-29.68%

35 Budget Overview

36 Special Programs are appropriated under Senate Bill 1476 for 2009. The reduction in FTP is due to an object transfer of Personnel Costs to Operating Expenditures for Small Business Development Centers and TechHelp.

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FY2009 ALTERATION AND REPAIR PROJECTS

AGENCY / INSTITUTION	PBFAC RECOMMENDATIONS	AGENCY REQUESTS	PRIORITY
EDUCATION, STATE BOARD OF			
BOISE STATE UNIVERSITY			
General Building Infrastructure, Multi-Purpose Classroom Bldg.	995,000	995,000	1
HVAC Upgrade, Science/Nursing	750,000	750,000	2
Replace Roof, Albertsons Library	400,000	400,000	3
Replace Roof, Administration Building	125,000	125,000	4
Replace Roof, Kinesiology Annex	100,000	100,000	5
Upgrade Emergency Phone System, Campus Wide	150,000	150,000	6
Replace Fire Alarm System, Morrison Center	170,000	170,000	7
Upgrade Handrails and Guardrails, Campus Wide	100,000	100,000	8
Door Access/Security System, Phase 3, Campus Wide (#0719)	175,000	175,000	9
Upgrade Master Key System, Phase 1 of 3, Campus Wide		200,000	10
Campus Lighting, Phase 5 (#08199)		100,000	11
Upgrade Ventilation, Liberal Arts Building		100,000	12
Classroom Renovations, Education Building		385,000	13
Remodel Faculty Offices, Liberal Arts Building		110,000	14
Renovations for Nuclear Magnetic Resonance Equip., Sci/Nursing		263,000	15
Conversion to Research Laboratory, Engineering Technology		300,000	16
Research Laboratory Remodel, Engineering Technology		300,000	17
General Building Infrastructure, Micron Engineering		550,000	18
Conversion to Research Laboratory, Micron Engineering Cntr.		815,000	19
Office Remodel, Science/Nursing		250,000	20
Information Technology Infrastructure, Ph 5, Campus Wide (#06194)		500,000	21
Engineering Teaching Lab Conversion, Engineering Technology		145,000	22
Research Laboratories Remodel, Micron Engineering Center		475,000	23
Steam and Condensate Line Replacement, Campus Wide		200,000	24
Space Consolidation and Renovation, Administration Building		350,000	25
Utility Relocation Master Plan, Sanitary Sewer, Expansion Area		50,000	26
Relocate Sewer Line, Expansion Area		155,000	27
Replace Fire Alarm System, Ph 5, Campus Wide, (#08215)		75,000	28
Upgrade Elevator, Administration Building		285,000	29
Convert Pneumatic Controls to DDC, Engineering Technology		200,000	30
Pedestrian/Bicycle Circulation Master Plan and Safety Improvements, Phase 2, Campus Wide (#08200)		75,000	31
Renovate Friendship Bridge, Cesar Chavez Lane		175,000	32
Upgrade Patio, Business Building		200,000	33
Pedestrian Safety Improvements, Cesar Chavez Lane		230,000	34
Biology Teaching Labs Remodel, PAAW		960,000	35
Convert Teaching Labs to Research Labs, Science/Nursing		995,000	36
Remodel Physics Classroom to Research Labs, Multi-Purpose Classroom Building		325,000	37
Chilled Water Distribution System, Micron Engineering Cntr.		450,000	38
Engineering Teaching Laboratory Remodel, Engineering Tech.		140,000	39
Materials Science Undergraduate Lab Remodel, Micron Eng.		470,000	40
Classroom Conversion, Engineering Technology		180,000	41
Classroom Remodel, Engineering Technology		70,000	42

FY2009 ALTERATION AND REPAIR PROJECTS

<i>AGENCY / INSTITUTION</i>	<i>PBFAC RECOMMENDATIONS</i>	<i>AGENCY REQUESTS</i>	<i>PRIORITY</i>
Research Laboratory Remodel, Micron Engineering Center		160,000	43
Wet Research Lab Remodel		230,000	44
Vestibules, Education and Business Buildings		85,000	45
Upgrade Card Access System, Micron Engineering Building		105,000	46
Renovate First Floor, Science/Nursing Building		995,000	47
Renovate Geosciences Space, Math/Geoscience Building		995,000	48
Landscape Improvements, Expansion Area		150,000	49
Facility Condition Assessment, Campus Wide		150,000	50
Upgrade HVAC, Math/Geoscience Building (supplement #07200)		150,000	51
Upgrade Locker Room, Kinesiology Building		60,000	52
Physics Lab Remodel, Multi-Purpose Classroom Building		100,000	53
Engineering Computer Lab Remodel, Micron Engineering Center		145,000	54
Remodel Transportation Lab, Micron Engineering Center		120,000	55
Laboratory Remodel, Micron Engineering Center		490,000	56
Faculty Studios & Art History Seminar Classroom, Capitol Village 6		280,000	57
Student Computer Lab Remodel, Engineering Technology		140,000	58
Research Laboratory Remodel, Micron Engineering Center		490,000	59
SUBTOTAL	2,965,000	17,888,000	

IDAHO STATE UNIVERSITY

Renovate, Ph 2, Measurements and Control Engineering Research Center (#07227)	575,000	575,000	1
Repair Walking Deck, Administration and Liberal Arts Bldgs.	34,500	34,500	2
Renovate Beam Laboratory, Physical Science Building	195,500	195,500	3
Renovate HVAC System, Chemistry Building	258,750	258,750	4
Renovate HVAC System, Dowling Building	57,500	57,500	5
Renovate Offices, College of Engineering	287,500	287,500	6
Renovate Flume Laboratory, Physical Science Building	112,400	112,400	7
Storm Water Retention	402,400	402,400	8
Pave Parking Area, Diesel Automotive Technology Program	77,700	77,700	9
Remodel Health and Nutrition Science Space, Reed Gym	589,000	589,000	10
Renovate Anthropology Laboratories, Graveley Hall	270,300	270,300	11
Renovate, College of Business Building		995,000	12
Renovate HVAC System, Red Hill Building		138,000	13
Renovate HVAC System, Industrial Crafts Building		207,000	14
Renovate HVAC System, Vocational Arts Building		202,000	15
Replace Roof Top Units, Trade and Technology Building		115,000	16
Replace Steam Lines, Between Buildings 21, 22, 23, 24, 26		127,000	17
Replace Steam Heaters, Reed Gymnasium		138,000	18
Renovate HVAC System, Family Medicine		64,000	19
Renovate HVAC System, Tingey Building		98,000	20
Renovate HVAC System, RFC Building		403,000	21
Remodel Locker Rooms, Reed Gymnasium		997,000	22
Repairs, Goranson Hall		126,000	23
Remodel Telecommunications Area, Red Hill Building		668,000	24
SUBTOTAL	2,860,550	7,138,550	

FY2009 ALTERATION AND REPAIR PROJECTS

AGENCY / INSTITUTION	PBFAC RECOMMENDATIONS	AGENCY REQUESTS	PRIORITY
UNIVERSITY OF IDAHO			
Replace Heat System and Controls & Hot/Cold Water Systems, Ridenbaugh	997,500	997,500	1
Replace Steam Tunnel Lid, University Avenue	1,055,300	1,055,300	2
Lagoon Repair and Improvements, Reclaimed Water System	875,000	875,000	3
Emergency Generator, Renfrew Hall (Life Safety)		787,500	4
Replace Hello Steps, Administration Building Lawn	156,500	156,500	5
Retrofit and Repairs, Boiler D, Power Plant		385,900	6
Pedestrian Pathway Lighting, Safety & Security, Perimeter Dr.		399,400	7
HVAC Upgrade, Phase 3, Life Science South (#07251)		1,053,500	8
Extend Steam and Chilled Water Tunnel, Renfrew Hall to Law		1,154,500	9
Exterior Envelope Repairs, Administration Building		789,900	10
Replace Roofs, EHS and Ag Engineering Offices		157,500	11
Emergency Generator, Holm Center (Life Safety)		239,600	12
HVAC System Improvements, Administration Building		888,900	13
Repair North Entry Steps and Mosaic Tile, Administration Bldg.		225,900	14
Elevator Life Safety Modifications, Phase 4 (#08251)		551,300	15
Exterior Envelope Repairs, Education Building		1,050,000	16
Replace Roofs, West Wing/Penthouse/E&W Sides of Penthouse, Ag Science Building		420,000	17
HVAC System Repair, Phase 2, Gibb Hall (#08255)		900,000	18
Pedestrian Improvements, 7th Street		350,000	19
Re-Pipe DWV and Heating Systems, Student Health Center		830,000	20
Replace West Entry Concrete Plaza, CNR (Safety)		175,000	21
SUBTOTAL	3,084,300	13,443,200	
LEWIS-CLARK STATE COLLEGE			
4th Street Parking, Phase 2 (#07150)	950,000	950,000	1
Replace Roof, Administration Building		174,000	2
Pave Parking Lot, Industrial-Agriculture Building Compound		250,000	3
Replace Windows, Language Center		149,000	4
Transmission Lab and Classroom Expansion, Auto Mechanic Program, Mechanical and Technical Building		750,000	5
SUBTOTAL	950,000	2,273,000	
NORTH IDAHO COLLEGE			
Parking Lot Overlay/Seal Coating, Lee-Kildow Hall/Molstead Library/Winton-Post Hall	289,000	289,000	1
Replace HVAC Controls, Phase 2, Christianson Gym/Hedlund/Lakeside Center/Winton-Post Hall (#08181)	75,000	75,000	2
Replace Chiller Unit, Molstead Library	140,000	140,000	3
Abate and Demolish, Campus Mill River House (TO ASBESTOS)		72,000	4
New Boilers, Phase 1 of 2		200,000	5
Carpet Replacement, Campus Wide		65,000	6
Paint Interior, Selected Buildings		52,000	7
Prox Card Locking/Security System, Molstead Library,		250,000	8

FY2009 ALTERATION AND REPAIR PROJECTS

AGENCY / INSTITUTION	PBFAC RECOMMENDATIONS	AGENCY REQUESTS	PRIORITY
Sherman Administration Building			
Campus Safety and Security Improvements		180,000	9
Student Information Portal		124,400	10
Baseline Re-Set of Classroom Technology		200,000	11
Facilities Maintenance Shop and Vehicle Garage		300,000	12
SUBTOTAL	504,000	1,947,400	
COLLEGE OF SOUTHERN IDAHO			
Air Conditioning, PE Building	299,100	299,100	1
Air Conditioning, Diesel and Welding Classroom	49,200	49,200	2
Refrigeration Unit and Controls, Desert Building	90,400	90,400	3
Re-Lamp, Shields Building	109,500	109,500	4
Re-Lamp, Canyon Building	170,600	170,600	5
Re-Lamp Evergreen Building		129,600	6
Re-Lamp, Aspen Building		58,900	7
Re-Lamp, Desert Building		61,800	8
Sump Pump Replacements		32,000	9
Carpet, Taylor Building and UI Wing of Evergreen Building		46,600	10
Water Tree and Fire Alarm System, Expo Building		50,600	11
Floor Tile, Burley Center		48,600	12
Replace Water Line, Canyon Building		145,900	13
Fire Lane, Canyon and Desert Buildings		199,000	14
Fire Lane Connector, Evergreen Building		53,900	15
Fire Alarm Systems, Gym and Desert Building		74,600	16
Exterior Renovation and Repairs, Heater and Chiller Buildings		93,400	17
SUBTOTAL	718,800	1,713,700	
EASTERN IDAHO TECHNICAL COLLEGE			
Replace Dual Duct VAV Boxes/Install Wire Tray, Christofferson Building 3	310,000	310,000	1
Bead Blast Floor/Prep/Repaint, Room 150, Sessions Bldg. 1	56,200	56,200	2
Replace Sprinkler System/Re-Landscape, Christofferson Bldg.	43,000	43,000	3
Replace Old Lighting Fixtures, Sessions Building 1	132,700	132,700	4
Replace Old Lighting Fixtures, Christofferson Building 3	102,000	102,000	5
Grounds Care Equipment Shed, Maintenance Building 4	65,000	65,000	6
Security Electronic Lock System, Campus Wide		210,000	7
Replace Asphalt, Re-Stripe, Parking Lot, Sessions Bldg. 1		275,000	8
SUBTOTAL	708,900	1,193,900	
UNIVERSITY PLACE (IDAHO FALLS)			
Replace Carpet, Tiered Classroom, Center for Higher Ed Bldg.	126,555	126,555	1
Repair Broken Sidewalks and Steps, Campus Wide		100,050	2
SUBTOTAL	126,555	226,605	

FY2009 ALTERATION AND REPAIR PROJECTS

AGENCY / INSTITUTION	PBFAC RECOMMENDATIONS	AGENCY REQUESTS	PRIORITY
<hr/>			
IDAHO SCHOOL FOR THE DEAF AND BLIND			
Fire Sprinklers, Round Building		250,000	1
Fire Sprinklers, North End, Infirmary Building		100,000	2
Resurface Track		80,000	3
SUBTOTAL	0	430,000	
IDAHO STATE HISTORICAL SOCIETY			
Stabilize/Restore, Cooperative Mercantile, Franklin Historic Site	85,000	85,000	1
Pave Asphalt, Artifact Storage Annex, State Historical Museum	55,000	55,000	2
Rehabilitate Trustees Dorm, Old Penitentiary		275,000	3
Stabilize/Restore Two Yard Guard Towers, Old Penitentiary	40,000	40,000	4
Repair Roofs, Hatch and Doney Houses, Franklin Historic Site	56,000	56,000	5
SUBTOTAL	236,000	511,000	
TOTAL SBE:	12,154,105	46,765,355	

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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

Budget Policies

3. Operating Budgets (Appropriated)

b. Approval of Operating Budgets

- (2) During the spring of each year, the chief executive officer of each institution, school or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the executive director for review and formal approval before the beginning of the fiscal year.

4. Operating Budgets (Nonappropriated - Auxiliary Enterprises)

b. Approval of Operating Budgets

- (1) Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

5. Operating Budgets (Nonappropriated - Local Service Operations)

- c. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

6. Operating Budgets (Nonappropriated - Other)

- b. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCIES AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

FY 2009 Line Item Budget Requests

REFERENCE

April 17, 2008 Instructions to agencies and institutions regarding
submission of line item budget requests

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.1.
Title 67, Chapter 35, Idaho Code

BACKGROUND

As discussed at its April 2008 meeting, the Board will accept the line item requests and provide guidance at the June, 2008 meeting. Subsequently, the Board will approve the final budget request at the August, 2008 meeting. Following Board approval in August, the budget requests will be submitted to DFM and LSO by September 1, 2008.

The line items represent the unique needs of the institutions and agencies and statewide needs. The Line Items are prioritized by the Board for each agency and institution, following review.

DISCUSSION

The following Line Item guidelines were provided:

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.

The motions for all of the budget requests are organized as follows:

BUSINESS AFFAIRS AND HUMAN RESOURCES
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College and Universities.....	Tab A
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Idaho School for Deaf and Blind	
Professional-Technical Education	
Idaho Div. of Vocational Rehabilitation	
Idaho Public Television	
Idaho State Historical Society	
Idaho Commission on Libraries	

Each summary page includes a page reference where the detailed narrative information for each line item can be found. This narrative is located behind the individual tab.

The line items include the two collaboration projects: Center for Advanced Energy Studies and the Biomedical Research with the Veterans Administration.

IMPACT

Approval of Supplemental requests provides funding needed for programs in the upcoming (FY 2009) fiscal year.

Once the Board has provided guidance on priority, category, dollar limit, etc, Board staff will work with the Business Affairs and Human Resources Committee, DFM and the agencies/institutions to prepare line items to be approved at the August meeting.

STAFF COMMENTS AND RECOMMENDATIONS

None provided at this time.

BOARD ACTION

To accept the Line Items requests from the agencies and institutions and to direct the Business and Human Resources Committee, in cooperation with the Division of Financial Management and the agencies and institutions, to develop a list of Line Items in priority order to be approved at the August Board meeting.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Line Items: College and Universities

Line Items for the College and Universities are summarized as follows:

Grouped by Subject	Page 2
Grouped by Institution	Page 4

The summaries list the page number where the detail and supporting documentation can be found for each Line Item.

College and Universities
FY 2010 Line Items
Grouped by Subject

			FTP	General
1	FY 2009 Operating Budget		3,975.13	\$ 420,491,800
2	Priority Institution Amount			
3				
4	Infrastructure (including Occupancy)		34.90	10,180,900
5	1 BSU 988,400			
6	5 BSU 800,000			
7	7 BSU 1,000,000			
8	1 ISU 1,019,000			
9	9 ISU 564,000			
10	10 ISU 587,200			
11	2 UI 722,200			
12	3 UI 4,019,500			
13	1 LCSC 480,600			
14				
15	Center for Advanced Energy Studies		21.91	3,248,800
16	3 BSU 728,700			
17	2 ISU 1,500,000			
18	4 UI 1,020,100			
19				
20	Bio Medical Research		8.30	1,580,000
21	8 BSU 300,000			
22	6 ISU 610,000			
23	10 UI 670,000			
24	16 ISU 843,000			
25				
26	Effectiveness, competitiveness, and		15.50	6,518,800
27	6 BSU 696,000			
28	1 UI 4,150,000			
29	8 UI 206,500			
30	9 UI 123,300			
31	1 SW Needs 500,000			
32				

College and Universities
FY 2010 Line Items
Grouped by Subject

				FTP	General
1	FY 2009 Operating Budget			3,975.13	\$ 420,491,800
2	Priority	Institution	Amount		
33	New/Expanded Programs			38.00	5,990,000
34	2	BSU	676,500		
35	4	BSU	700,000		
36	3	ISU	260,000		
37	4	ISU	402,100		
38	5	ISU	800,000		
39	7	ISU	221,200		
40	8	ISU	109,600		
41	11	ISU	148,500		
42	12	ISU	185,300		
43	13	ISU	195,400		
44	14	ISU	93,400		
45	15	ISU	86,500		
46	5	UI	258,700		
47	6	UI	125,000		
48	7	UI	1,300,000		
49	2	LCSC	282,600		
50	3	LCSC	145,200		
52	Total Line Items			118.61	\$ 27,518,500
53	Percentage of FY 2009 Operating Budget			2.98%	6.54%

College and Universities
Fiscal Year 2010 Line Items
Grouped by Institution in Priority Order

			FTP	General
1	FY 2009 Operating Budget		3,975.13	\$ 420,491,800
2	Institution/Priority/Line Item	Detail Page		
3	Boise State University			
4	1 Maintenance/Infrastructure: Occupancy	6	5.38	988,400
5	2 New/Expanded Programs: Ph.D in Public Policy	8	5.00	676,500
6	3 New/Expanded Programs: Center for Advanced Energy Studies (CAES)	10	5.50	728,700
7	4 New/Expanded Programs: Research Partnerships	12	2.00	700,000
8	5 Maintenance/Infrastructure: Office of Information Technology	16		800,000
9	6 Effectiveness, competitiveness, and efficiency: Research Support Staff	18	8.00	696,000
10	7 Maintenance/Infrastructure: Base Operating Funds	20		1,000,000
11	8 New/Expanded Programs: Biomedical Research	22	3.00	300,000
12	Idaho State University			
13	1 Maintenance/Infrastructure: Occupancy	23	4.16	1,019,000
14	2 New/Expanded Programs: Center for Advanced Energy Studies (CAES)	26	8.05	1,500,000
15	3 New/Expanded Programs: College of Nursing Program Expansion	29	3.00	260,000
16	4 New/Expanded Programs: College of Pharmacy Meridian Expansion	32	3.00	402,100
17	5 New/Expanded Programs: Biomedical Research Institute	35	7.50	800,000
18	6 New/Expanded Programs: Biomedical Research Institute	38	3.00	610,000
19	7 New/Expanded Programs: Institute for Mesoamerican Research	40	3.00	221,200
20	8 New/Expanded Programs: ISU Dental Hygiene Program to Idaho Falls	43	1.50	109,600
21	9 Maintenance/Infrastructure: Library Inflation	46		564,000
22	10 Maintenance/Infrastructure: ERP Implementation Support	49	1.00	587,200
23	11 New/Expanded Programs: Early College Training Programs	52	1.00	148,500
24	12 New/Expanded Programs: Online Speech/Language Pathology Program	55	2.00	185,300
25	13 New/Expanded Programs: Counseling PhD Boise Expansion	58	1.00	195,400
26	14 New/Expanded Programs: Respiratory Therapy Clinical Coordinator/Instructor	61	1.00	93,400
27	15 New/Expanded Programs: Paramedic Instructor/Human Simulation Lab Coordinator	64	1.00	86,500
28	16 New Expanded Programs: Veterans Administration Biomedical Research Coll.	67	3.50	843,000

College and Universities
Fiscal Year 2010 Line Items
Grouped by Institution in Priority Order

			FTP	General
1	FY 2009 Operating Budget		3,975.13	\$ 420,491,800
2	Institution/Priority/Line Item	Detail Page		
29	University of Idaho			
30	1 Effectiveness, competitiveness, efficiency: Salary Enhancements	69		4,150,000
31	2 Maintenance/Infrastructure: Occupancy	71	6.05	722,200
32	3 Maintenance/Infrastructure: Maintenance	73	16.00	4,019,500
33	4 New/Expanded Programs: Center for Advanced Energy Studies (CAES)	76	8.36	1,020,100
34	5 New/Expanded Programs: Environmental Safety Support	78	2.00	258,700
35	6 New/Expanded Programs: Security Audit	80		125,000
36	7 New/Expanded Programs: Graduate Assistants	82		1,300,000
37	8 Effectiveness, competitiveness, efficiency: Finance and Administration support	84	3.00	206,500
38	9 Effectiveness, competitiveness, efficiency: Research Compliance Officer	86	1.00	123,300
39	10 New/Expanded Programs: Biomedical Research		2.30	670,000
40	Lewis-Clark State College	88		
41	1 Maintenance/Infrastructure: Occupancy	90	2.31	480,600
42	2 New/Expanded Programs: Teacher Education - PACE	94	3.00	282,600
43	3 New/Expanded Programs: Biology Faculty		2.00	145,200
44	System-wide Needs	96		
45	1 New/Expanded Programs: Increase HERC Infrastructure Funds	98		500,000
46				
47	Total Line Items		118.61	\$ 27,518,500
48	Percentage of FY 2009 Operating Budget		2.98%	6.54%

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AGENCY: Boise State University

FUNCTION: Occupancy

ACTIVITY:

Agency No.: 512

Function No.: 01

Activity No.:

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A: Decision Unit No: 12.01		Title: Occupancy			Priority Ranking 1 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5.38				
PERSONNEL COSTS:					
1. Salaries and benefits	164,400				
2.					
3.					
TOTAL PERSONNEL COSTS:	164,400				
OPERATING EXPENDITURES by summary object:					
1. Custodial Supplies	14,000				
2. Utilities	245,300				
3. Maintenance	433,700				
4. Other (Security, landscape, Insurance)	131,000				
TOTAL OPERATING EXPENDITURES:	724,000				
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	988,400				

In order to maintain non-auxiliary space, this request is to cover utility costs, custodial costs and general maintenance costs for Park Center, Norco Building floors 3 and 4, Norco Building 1st floor classroom, capitol village space and non-auxiliary office pace in the parking deck. These funds are needed to ensure state facilities are properly maintained.

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

No FTP is being requested.

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2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - c. List any additional operating funds and capital items needed.

This request is for operating funds only. Funding will ensure no further erosion of buying power for purchases such as postage, phone services, employee development, professional services, gasoline, and institutional supplies.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students, faculty and staff as well as visitors to the campus will be impacted if this funding is approved. If funds are not approved, operating budgets, will continue to show a weakening condition and maintenance projects and other day-to-day operating needs may need to be delayed. It is also expected that academic operating budgets will tighten, resulting in a less robust plan for continuous improvement.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This item was not requested in the FY 2009 budget request.

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AGENCY: Boise State University
 FUNCTION: Ph. D in Public Policy and
 Administration

Agency No.: 512

FY 2010 Request

Function No.: 01

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 Revision No. ____

ACTIVITY:

Activity No.:

A: Decision Unit No: 12.02		Title: Ph.D in Public Policy and Administration			Priority Ranking 2 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5				5
PERSONNEL COSTS:					
1. Salaries	290,000				290,000
2. Benefits	108,090				108,080
3. Graduate Assistants (7)	87,360				87,360
TOTAL PERSONNEL COSTS:	485,450				485,450
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	12,000				12,000
2. OE -- Tuition Waivers for 7 Grad. Assts.	49,000				49,000
TOTAL OPERATING EXPENDITURES:	61,000				61,000
CAPITAL OUTLAY by summary object:					
1. Library Books and Periodicals	130,000				130,000
TOTAL CAPITAL OUTLAY:	130,000				
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	676,450				676,450

How connected to institution/agency and Board strategic plans:

The new program is aligned with the primary areas of emphasis defined for Boise State University by the State Board of Education Institutional Role and Mission statement (social sciences, public affairs), and the statewide mission programs assigned to Boise State University by State Board of Education policy III.Z (public policy, urban regional planning). It connects to the Board's vision of quality and accessible education that provides for an intelligent and well-informed citizenry. The program is listed by Boise State University in the State Board of Education 8-Year Plan for Educational Development) and was approved by the State Board of Education in April 2008.

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The program supports Boise State University's strategic plan in that it will contribute to the institution's continued development of "academic excellence," "public engagement" and "exceptional research."

There is a critical need for policy research and effective public administration in Idaho. 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 students will leave the program with analytical skills that are applicable to any policy area that can contribute to state and local government.

Description:

This FY2010 budget request is for funding to launch a research-based Doctor of Philosophy in Public Policy and Administration program in the College of Social Sciences and Public Affairs. This program will help fulfill Boise State University's obligation to provide needed public policy and political science programs for the state. There already exists a strong faculty in the Department of Political Science and Department of Public Policy Administration that form a solid base for this degree.

The request includes funding for three new faculty lines, seven graduate assistants, administrative and research support staff, enhanced library acquisitions, and operating expense. This new program will complement the existing Master of Public Administration program and the newly approved Master of Community and Regional Planning program. All three programs take full advantage of the location of Boise State University in the state center of government, commerce, and industry, and in the most populous city and county of Idaho. The doctoral program in public policy and administration is also closely connected with the leading role of Boise State University in the Energy Policy Institute, which is part of the Center for Advanced Energy Studies, a key partnership between Idaho's three universities and the Idaho National Laboratory.

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AGENCY: Boise State University

FUNCTION: CAES

ACTIVITY:

Agency No.: 512

Function No.: 01

Activity No.:

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Revision No. ____

A: Decision Unit No: 12.03		Title: Center for Advanced Energy Studies			Priority Ranking 3 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5.5				
PERSONNEL COSTS:					
1. Salaries	492,600				
2. Benefits	175,235				
3. 2 Graduate Assistants stipends and fringe. Both in materials science	47,840				
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Graduate Assistants tuition waivers	13,000				
2.					
TOTAL OPERATING EXPENDITURES:	13,000				13,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	728,675				728,675

How connected to institution/agency and Board strategic plans:

This request directly supports the State Board of Education's objective support and enhancement to the state's infrastructure and capacity for advanced energy studies through collaborative efforts among UI, ISU, BSU and the Idaho National Laboratory.

Boise State University's involvement in CAES is directly linked to our research and public policy mission with the primary emphasis defined by the State Board of Education's Institutional Role and Mission statement in public affairs and our developed strengths in sciences and engineering. The program supports Boise State University's strategic plan in that it will contribute to the institution's continued development of "academic excellence," "public engagement" and "exceptional research."

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This FY2010 budget request is for funding to support and build the educational, research, and policy capabilities of Boise State University both in the areas of policy and science/engineering. Although one-time funding was provided for FY 2009, permanent funding needs to be secured.

Specifically, Boise State is requesting funding for three faculty positions (one in nuclear-materials and two in energy policy), one technician, one administrative support position, a half-time assoc. director and two graduate assistants in materials science.

Boise State is home to the CAES Energy Policy Institute (EPI). The institute focuses on energy related policy research, analysis, and education. It brings together policy personnel from the three Idaho Universities and INL to analyze and examine proposed energy policy and seek solutions for suitable energy. The value of the public policy piece is critical to understanding how society and its institutions address energy issues

Boise State has not had a chance to fully discuss with UI, ISU, and the CAES leadership about what the group will propose for an FY 2010 budget. Therefore, this request may be adjusted to reflect the consensus of those discussions.

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AGENCY: Boise State University

Agency No.: 512

FY 2010 Request

FUNCTION: Research Partnerships

Function No.: 01

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.04		Title: Research Partnerships			Priority Ranking 4 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2				
PERSONNEL COSTS:					
1. Salaries	149,200				
2. Benefits	50,800				
3					
TOTAL PERSONNEL COSTS:	200,000				200,000
OPERATING EXPENDITURES by summary object:					
1. Matching Funds	500,000				
2.					
TOTAL OPERATING EXPENDITURES:	500,000				500,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	700,000				700,000

How connected to institution/agency and Board strategic plans:

This initiative is consistent with the mission of the Idaho State Board of Education in that it helps to provide services that are high quality, readily accessible, relevant to the needs of the state. This proposed activity is also consistent with one of the State Board's objectives for quality, i.e., foster an academic environment that encourages and enables cooperative (public/private partnerships) efforts to engage in relevant research. This initiative fully supports the University's strategic plan *Charting the Course* in that it will develop network and outreach opportunities with the community (Goal #1), and it will support public engagement and promote exceptional research, two tenets of what comprises a Metropolitan Research University of Distinction

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Description:

Boise State University requests a line item of \$700K to establish research partnerships with business and governmental agencies to aid and assist businesses in an effort to preserve free competitive enterprise and to maintain and strengthen the overall economy of our State and region.

Approximately \$500K of the funds will be used to match private and public sector dollars and in-kind contributions to conduct collaborative research that creates intellectual property, creates jobs, and ultimately leads to the benefit and growth of the Idaho business community. The remaining \$200K will be used to hire an Assistant Director and an Administrative Assistant to support the Boise State Technology Transfer Office. This will further develop the necessary infrastructure to mine, protect, and assess the commercialization potential of the intellectual property that is developed as a result of these efforts.

Boise State will also create a series of metrics that will be used to measure and track the effectiveness of the proposed activity on the economic development and diversification of the state. It should be recognized that a healthy businesses climate is critical to the economic strength of our State, region and nation, and the innovation and entrepreneurial spirit that originates from this sector helps the United States compete in today's global marketplace.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

\$700,000 is requested to establish research partnerships. See information above on more details.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Two FTE: an Assistant Director and an Administrative Assistant

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
- c. List any additional operating funds and capital items needed.

This request is for operating funds only. Funding will ensure no further erosion of buying power for purchases such as postage, phone services, employee development, professional services, gasoline, and institutional supplies.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

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4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This initiative if funded would strengthen the economy of our State. The entrepreneurial spirit that originates from this sector would help the United States compete in today's global marketplace.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This item was not requested in the FY 2009 budget request.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

The innovation and entrepreneurial spirit continues to thrive in Idaho as evidenced by the following data:

- According to the 2006 Idaho Patent Report published by Stoel Rives LLP, Idaho produced more patents per capita than any other state in the nation in 2006. A review of the 1,528 patents issued in Idaho in 2006 indicates that the vast majority of them were issued in science/engineering areas, including mechanical devices (48%), computer hardware/electrical devices (17%), chemical/material science (11%), semiconductor manufacturing (8%), and imaging/optical technologies (3%). This is indicative of a state economy that is rapidly progressing towards becoming specialized in high-tech areas.
- According to the 2007 State New Economy Index developed and published by the Ewing Marion Kaufman Foundation and the Information Technology and Innovation Foundation, Idaho ranks 5th in the nation in Entrepreneurial Activity and 6th in the nation for Innovation Capacity (i.e., fraction of total jobs in high-tech industries, scientists and engineers in the workplace, etc.).
- In a 2005 survey reported by the *U.S. News and World Report*, Idaho ranked 6th in the nation for creating new companies per capita.
- *Forbes* ranked Boise, ID, 3rd in the nation in its ranking of "Best Places for Business and Careers" in 2007.
- *Forbes* ranked Idaho 6th in the nation on its list of "Best States for Business."

It is evident that Idaho has provided an attractive climate for new and existing business and the talent that accompanies them. However, a closer examination of the above data reveals some concerns regarding Idaho's economic outlook. For example, it should be noted that Idaho's ranking in the Best States for Business in *Forbes* remained at 6th from 2006 to 2007, while a number of surrounding states such as Washington experienced a jump from 12th (2006) to 5th (2007), and Utah from 4th (2006) to 2nd (2007). The report points to specific trends in the areas of performance and development capacity in which Idaho performs below average, including average annual pay to workers, change in private research and change in energy costs. Additionally, a closer look at the Idaho patent data indicates that over 77% of the 1,528 Idaho patents issued in 2007 were awarded to individuals from two companies located in Boise, ID - Micron Technology, Inc. and Hewlett-Packard Development Company. Unfortunately, these companies have recently experienced some workforce reductions and/or outsourcing of services that may deleteriously affect their patent production in the future.

Consequently, steps must be taken now to energize and diversify the economic environment in the State and region to ensure Idaho can maintain the robust economic growth and

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diversification it has experienced over the past decade. Per discussions with individuals from the Idaho Department of Commerce, one of the ways to reinvigorate the economy is to encourage technology-driven research via private/public partnerships to produce intellectual property that local and regional businesses could utilize and market to increase their competitiveness. In addition, in a recent Idaho Statesman article that discussed Boise becoming the next high tech center in the Western U.S., dated January 9, 2008, leaders of the Idaho computer science community indicated that money should be spent on Universities to help develop the innovations that will become the tech businesses of tomorrow. Both of these approaches to stimulate the economy and enhance innovation in Idaho and the region are accomplished by the initiative outlined in this initiative.

Boise State is the logical choice to serve as the primary public partner and spearhead this effort for a number of reasons. First, Boise State is located in the population and business hub (i.e., Treasure Valley) of the state. Second, the Idaho State Board of Education has identified business and economics as part of the institutional role and mission of Boise State University. Finally, Boise State has the premier Engineering College in Idaho and is poised to be the state's leader in a number of key academic and research areas, including biomolecular/biomedical sciences, nanosciences, materials science, and geosciences.

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AGENCY: Boise State University
FUNCTION: Critical Operating Funds
for Information Technology Department

Agency No.: 512

FY 2010 Request

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Page 1 Pages

Original Submission X or

ACTIVITY:

Activity No.:

Revision No.

A: Decision Unit No: 12.05		Title: Critical Operating Expenses - OIT			Priority Ranking 5 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	-				
PERSONNEL COSTS:					
1. Salaries	-				
2. Benefits	-				
3. Group Position Funding	-				
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. OE	800,000				800,000
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:	-				
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	800,000				800,000

How connected to institution/agency and Board strategic plans:

Fully fund OIT's operating budget for on-going contractual obligations, equipment renewal and known growth. This request is connected to the State Board's vision of systems that collect data and allow for well-informed decision making. It will support Boise State's vision by ensuring resource availability to sustain a growing infrastructure due to significant growth in students served and supports numerous goals in our institutional strategic plan.

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Description:

A fully funded operating budget for the Office of Information Technology permits consistent and stable support with long term planning and budget monitoring possible. Without stable long term funding the assurance of attaining specific strategies and goals outlined in Boise State's Strategic Plan are at the discretion of funds available. Information Technology initiatives are most commonly multi-year high dollar initiatives. Annual one-time funding to meet the on-going operating costs precludes sound budget management and planning.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

On-going operating funds to pay for technology contractual agreements, licensing costs, persistent system upgrade costs are requested. These expenses are required to ensure system support and to remain in compliance with reporting regulations.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

No new positions are being requested.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No human resources will be re-directed.

- c. List any additional operating funds and capital items needed.

On-going operating funds to pay for contracts with software vendors and required technology system upgrades.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Boise State University students, faculty and staff are served by this request, as are all Idaho citizens and others that utilize web technology and receive information from Boise State University.

If this is not funded, it will be necessary for Boise State to seek other funding to meet this need.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

The total need identified in Boise State's FY 2009 budget request was \$1.2 million. No permanent funding was appropriated. Boise State has allocated \$400,000 of permanent funding for FY 2009 (revenues coming from increased student tuition). The remaining unfunded need is \$800,000.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Boise State University

FUNCTION: Research Support

ACTIVITY:

Agency No.: 512

Function No.: 01

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A: Decision Unit No: 12.06		Title: Research Support Staff		Priority Ranking 6 of 8	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8				
PERSONNEL COSTS:					
1. Salaries	520,000				
2. Benefits	176,000				
3.					
TOTAL PERSONNEL COSTS:	696,000				
OPERATING EXPENDITURES by summary object:					
1.					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	696,000				696,000

How connected to institution/agency and Board strategic plans:

This initiative is consistent with the mission of the Idaho State Board of Education in that it helps to provide research services that are high quality, readily accessible, relevant to the needs of the state. This proposed activity is also consistent with one of the State Board's objectives for quality, i.e., foster an academic environment that encourages and enables cooperative (public/private partnerships) efforts to engage in relevant research.

Filling this important personnel need also fully supports the University's strategic plan *Charting the Course* (CTC) in that it will help recruit and retain faculty and staff to support the vision (CTC, Goal 6), obtain fiscal resources (via sponsored projects) necessary to support the vision (CTC, Goal 10), and it will promote exceptional research, one of the tenets of a Metropolitan Research University of Distinction.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Description:

Boise State has done an excellent job recently in hiring high-quality faculty that have demonstrated substantial success in publishing their work and securing Federal funding. However, these top researchers, particularly in the sciences and engineering, are often saddled with completing day-to-day mundane tasks (calibrating instruments, daily QA/QC of equipment, running samples, etc.) necessary to keep their research programs competitive.

Boise State University's Division of Research has collected data on the immediate and long-term need for facility managers/technicians in the Colleges of Arts and Sciences (COAS) and Engineering (COEN). The overwhelming majority of the need for these personnel at the University exists in these two colleges. Based on the information collected, it is proposed that the University pursue resources to hire eight facility managers/technicians. Even though hiring these eight positions will not meet the immediate level of need, the impact within these colleges will be tremendous. It is expected that each position will be hired at an annual salary of \$65K/year plus fringe, resulting in a total request of \$696K for FY10.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

See description above -

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

These would be full-time benefit eligible positions. Titles are expected to be Facility Managers/Technicians and would work in the College of Arts and Sciences and the College of Engineering.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

- c. List any additional operating funds and capital items needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Taking steps to hire research-related personnel (i.e., facility managers/technicians) that are able to provide support for research will assist with moving the University's research enterprise forward. Without these personnel, the growth of research in terms of external awards and research expenditures will likely level off and researchers will soon find the infrastructure support inadequate to support their research agendas.

Students, faculty and staff would be impacted. If funding is not approved, research expenditures will likely level off and researchers will soon find the University infrastructure inadequate to support their research agendas.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Boise State University
FUNCTION: Base Operating Funds
ACTIVITY:

Agency No.: 512
 Function No.: 01
 Activity No.:

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A: Decision Unit No: 12.07		Title: Base Operating Funds			Priority Ranking 7 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3.					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Multiple summary objects	1,000,000				
2.					
TOTAL OPERATING EXPENDITURES:	1,000,000				1,000,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

How connected to institution/agency and Board strategic plans:

This request will assist with ensuring adequacy of funding in the university's operating expenditure budget to provide a high quality learning environment for students as well as good working conditions for faculty and staff. It helps provide the basic infrastructure support that will allow Boise State University to achieve the goals and strategies as outlined in its strategic plan.

Description:

The request represents approximately a 5% increase to the operating expenditures budget. FY2007 was the last year base funding was received (\$336,000) to partially off-set inflation in the operating expenditure budget.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

No FTP is being requested.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
- c. List any additional operating funds and capital items needed.

This request is for operating funds only. Funding will ensure no further erosion of buying power for purchases such as postage, phone services, employee development, professional services, gasoline, and institutional supplies.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students, faculty and staff as well as visitors to the campus will be impacted if this funding is approved. If funds are not approved, operating budgets, will continue to show a weakening condition and maintenance projects and other day-to-day operating needs may need to be delayed. It is also expected that academic operating budgets will tighten, resulting in a less robust plan for continuous improvement.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This item was not requested in the FY 2009 budget request.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Boise State University
FUNCTION: Biomedical Research
 Initiative with VA Medical Center

Agency No.: 512

FY 2010 Request

Function No.: 01

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ACTIVITY:

Activity No.:

A: Decision Unit No: 12.08		Title: Biomedical Research		Priority Ranking 8 of 8	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3				
PERSONNEL COSTS:					
1. Salaries	228,000				
2. Benefits	72,000				
3					
TOTAL PERSONNEL COSTS:	300,000				
OPERATING EXPENDITURES by summary object:					
1.					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	300,000				300,000

How connected to institution/agency and Board strategic plans:

This collaborative initiative will enhance the State's infrastructure and capacity for biomedical research. Final details are yet to be determined, although this is being worked through with the collaborating partners.

This is an estimate only at this time.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: Facility Occupancy

Agency No.: 513

Function No.: 1000

Activity No.:

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A: Decision Unit No: 12.01		Title: New Facility Occupancy			Priority Ranking 1 of 16
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	4.16				4.16
PERSONNEL COSTS:					
1. Salaries	74,500				74,500
2. Benefits	52,700				52,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	127,200				127,200
OPERATING EXPENDITURES by summary object:					
1. Utilities	217,500				217,500
2. Materials	21,000				21,000
3. Maintainance	653,300				653,300
TOTAL OPERATING EXPENDITURES:	891,800				891,800
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,019,000				1,019,000

How connected to institution/agency and Board strategic plans:

This request is consistent with the current ISU and SBOE strategic plans, as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 6 — Promote the efficient and effective use of resources. (SBOE Main Goals: Access and Efficiency)

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Description:

This request for occupancy consists of three facilities. \$323,400 is the amount needed to fully fund the occupancy costs for the Rendezvous Center (\$623,400 cost less the \$300,000 previously funded - FY08 & FY09). Item 2 is for the Meridian Facility that was purchased and will be refurbished during FY08. This is a request of \$546,400. Item 3 is for the Universities portion of the CAES facility at \$149,400.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **The request is for funding to operate & maintain State facilities.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **4.16 FTE Custodial Staff**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None**
 - c. List any additional operating funds and capital items needed. **None**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **The request is for ongoing funding.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **Funding will allow the University to operate & maintain the facilities for the instructional purpose they were intended for. Lack of funding would potentially necessitate an increase in student tuition costs.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This request is a continuation of the FY09 budget request.**

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

<u>Year</u>	<u>FY10</u>	<u>Gross</u>	<u>% State</u>	<u>\$ State</u>	<u>Fringe</u>	<u>Insurance</u>	<u>Total</u>
Yr. 1	Nuclear Engineering Chair	\$148,345.60	50%	\$74,172.80	\$17,059.74		\$91,232.54
Yr. 1	Assistant Professor NE, Fuels & Modelling	\$63,356.80	50%	\$31,678.40	\$7,286.03	\$4,350.00	\$43,314.43
Yr. 1	Research Professor NE, Fuel Cycle	\$139,256.00	70%	\$97,479.20	\$22,420.22		\$119,899.42
Yr. 1	Research AoP NE, Nuclear Materials	\$102,835.20	60%	\$61,701.12	\$14,191.26	\$5,220.00	\$81,112.38
Yr. 1	Research AoP NE, Radiochemistry	\$102,835.20	50%	\$51,417.60	\$11,826.05	\$4,350.00	\$67,593.65
Yr. 1	Research AoP Physics, Detectors	\$64,126.40	50%	\$32,063.20	\$7,374.54	\$4,350.00	\$43,787.74
Yr. 1	Research AP Physics, Materials	\$63,294.40	50%	\$31,647.20	\$7,278.86	\$4,350.00	\$43,276.06
Yr. 1	Professor NE, Reactors	\$48,859.20	25%	\$24,429.60	\$5,618.81	\$4,350.00	\$34,398.41
Yr. 1	Asst. Prof. Health Physics - Reactors	\$58,801.60	50%	\$29,400.80	\$6,762.18	\$4,350.00	\$40,512.98
Yr. 1	Technician/Assistant Lecturer Nuc. Eng.	\$52,769.60	100%	\$52,769.60	\$12,137.01	\$8,700.00	\$73,606.61
Yr. 1	AA II	\$31,512.00	100%	\$31,512.00	\$7,247.76	\$8,700.00	\$47,459.76
Yr. 2	Asst. Prof. Mechanical/Materials	\$65,000.00	50%	\$32,500.00	\$7,475.00	\$4,350.00	\$44,325.00
Yr. 2	Assoc. Prof. Applied Math/Modeling	\$75,000.00	50%	\$37,500.00	\$8,625.00	\$4,350.00	\$50,475.00
Yr. 2	Assoc. Prof. Hydrogen	<u>\$80,000.00</u>	50%	<u>\$40,000.00</u>	<u>\$9,200.00</u>	<u>\$4,350.00</u>	<u>\$53,550.00</u>
Totals:		\$1,095,992.00		\$628,271.52	\$144,502.45	\$61,770.00	\$834,543.97
		FTE:	8.05				
		People:	14				

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: Idaho Falls

Agency No.: 513

Function No.: 1000

Activity No.:

FY 2010 Request

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A: Decision Unit No: 12.02		Title: Center for Advanced Energy Studies in Idaho Falls			Priority Ranking 2 of 16
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.05				8.05
PERSONNEL COSTS:					
1. Salaries	628,272				628,272
2. Benefits	206,272				206,272
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	834,544				834,544
OPERATING EXPENDITURES by summary object:					
1. Materials	40,000				40,000
2. Travel	13,525				13,525
TOTAL OPERATING EXPENDITURES:	53,525				53,525
CAPITAL OUTLAY by summary object:					
1. Equipment	111,931				111,931
2. Startup Packages	500,000				500,000
TOTAL CAPITAL OUTLAY:	611,931				611,931
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,500,000				1,500,000

How connected to institution/agency and Board strategic plans:

The Center for Advanced Energy Studies (CAES) collaborative between the Idaho National Laboratory (INL), Idaho State University, University of Idaho, and Boise State University represents a vital effort to integrate cutting-edge energy studies in the ISU College of Engineering with national interests being developed at the INL. Research and teaching efforts centered on CAES further the following Goals, as articulated in ISU's current strategic plan:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 19-20, 2008

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

The Center for Advanced Energy Studies (CAES) is a collaborative initiative between Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI) and the Idaho National Laboratory (INL) that will address the critical energy issues facing our nation. Operating as a jointly managed research center, CAES will maximize the utilization of the energy-related capabilities of its member institutions and sponsors. Cross-organizational, peer-to-peer technical collaboration in areas of nuclear, renewable, fossil and alternative energy will be encouraged.

To ensure the success of CAES, as an enduring Idaho institution, approximately three million dollars in recurring funding is requested to build the research, policy, and educational capabilities of CAES. Specifically funding (PC) is requested to partially support 25 research active faculty members, 5 senior technicians, 3 full time CAES Associate Directors, and 3 administrative support persons (one per Associate Director), who will be recruited and hired over a period of four years. Operating (OE) and capital costs (CO) are also requested to support start up costs for faculty, as well continuing costs to support ongoing needs such as scientific instrumentation, and software.

These research faculty members will be hired by their respective universities on fiscal or academic year appointments as appropriate, with support for at least 6 months per year on this request. These hires will also be supported through CAES joint appointments and or joint research with the INL for the balance of their academic appointments and on grants and contracts for the summer. Researchers will be located in or spend time in the new CAES research building located in Idaho Falls, which is scheduled for occupancy August 1, 2008. The costs presented are based upon FY2008 estimates.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **This request is for ongoing appropriated funding to make permanent the one-time funding granted by the State Legislature in the spring of 2008, as well as to build on the original base funding for the second year (see attachment). We request ongoing appropriated funding for the personnel listed below, as well as for the operating expenses listed above. This request also contains one-time funding under capital outlay for equipment and faculty startup packages.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **8.05 FTE, as described in attached spreadsheet.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **As listed in the attached documentation.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

- c. List any additional operating funds and capital items needed. **None.**
- 3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **The request is for ongoing funding.**
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **Funding will allow the CAES collaborative to develop and maintain facilities and personnel vital to the developing understanding of alternative energy studies at the global, national, regional, and local scales.**
- 5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This request is a continuation of the FY09 budget request.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Idaho State University
FUNCTION: General Education
ACTIVITY: Health/Medical Education

Agency No.: 513
 Function No.: 1000
 Activity No.:

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ISU College of Nursing Program					
A: Decision Unit No: 12.03		Title: Expansion		Priority Ranking 3 of 16	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	157,461				157,461
2. Benefits	77,555				77,555
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	235,016				235,016
OPERATING EXPENDITURES by summary object:					
1. Travel	3,000				3,000
2. Communications	3,000				3,000
3. Materials and Supplies	19,000				19,000
TOTAL OPERATING EXPENDITURES:	25,000				25,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	260,016				260,016

How connected to institution/agency and Board strategic plans:

The need to address the nursing shortage and faculty shortage is well documented in Idaho and the country. ISU is poised to respond to the demand for professional nurses, nurse specialists, nurse educators and researchers with the addition of faculty and staff to support program enhancements. The support requested is for senior, PhD prepared faculty to develop doctoral education in Idaho - a critical step to address faculty shortages. If additional faculty, staff and resources are not funded, enrollment cannot be increased to meet current and future critical needs for a highly educated nursing workforce. As SBOE-designated lead institution of higher education for the health professions in Idaho, ISU's expansion of the Nursing programs in the Kasiska College of Health Professions and the College of Technology is consistent with the institution's health-professions driven strategic planning. Research and teaching efforts centered on these programs also further the following Goals, as articulated in the current ISU and SBOE strategic plans:

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

This budget request includes the faculty, staff and operational resources required to add (2) FTE senior level graduate faculty to increase the number of students who can be accepted in the programs at all levels, and to add a WebMaster and technical support to assist students, faculty and staff with online, Moodle, IT and statistical needs as all programs are offered online and/or with a variety of instructional technologies. The request is for ongoing addition to the base. \$25,000 is also requested to support additional communications, travel and materials and supplies for additional faculty and staff.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **See above. The request is for ongoing addition to the base.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **2.0 FTE new senior nursing faculty @ \$195,630 in ongoing appropriated funding, and 1.0 FTE webmaster @ 39,386 in ongoing appropriated funding.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
 - c. List any additional operating funds and capital items needed. **\$25,000. is requested to support additional communications, travel and materials and supplies for additional faculty and staff.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **Anticipate grant and donor contributions to continue to support upgrades to the teaching and research missions; development of a state-of-the-art simulation/clinical laboratory is currently underway and will support alternative clinical experience requirements.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **The need to address the nursing shortage and faculty shortage is well documented in Idaho and the country. ISU is poised to respond to the demand for professional nurses, nurse specialists, nurse educators and researchers with the addition of faculty and staff to support the above-mentioned program enhancements. Additional support requested is for senior, PhD prepared faculty to develop nursing education in Idaho - a critical step to address nursing shortages. Increasing Fast Track options for second degree students to the BS option will increase the number of BS prepared nurses into the workforce in one year rather than the usual time of (3) years. The ISU School of Nursing is the only organization with the experience and knowledge to lead in responding to meeting the future health care needs of Idaho citizens by increasing enrollment in the Fast Track option and to begin doctoral education. If additional faculty, staff and resources are not funded, enrollment cannot be increased to meet current and future critical needs for a highly educated nursing workforce.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This is a new request for ongoing appropriated funding.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Idaho State University College Pharmacy
FUNCTION: General Education
ACTIVITY: Boise/Meridian

Agency No.: 513
 Function No.: 1000
 Activity No.:

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College of Pharmacy Meridian					
A: Decision Unit No: 12.04		Title: Expansion		Priority Ranking 4 of 16	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				
PERSONNEL COSTS:					
1. Salaries	(AD-131,000)				
2. Benefits	(Fac- 90,000)				
3. Group Position Funding	311,000				311,000
	91,067				91,067
TOTAL PERSONNEL COSTS:	402,067				402,067
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	402,067				402,067

How connected to institution/agency and Board strategic plans:

The ISU College of Pharmacy offers the Doctor of Pharmacy degree, a four-year professional doctorate, preceded by at least two years of pre-pharmacy academic studies. All students complete their first and second professional year on the Pocatello campus. Currently, approximately 40% of the students spend their third academic third year studying at the ISU campus in Boise. Students may complete their fourth year at clinical sites in Boise, Pocatello, Coeur d'Alene or Reno. The ISU expansion of the Doctor of Pharmacy degree in Meridian is consistent with the ISU Strategic Plan, as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

This request is to add an associate dean and two faculty members in order to expand the number of students admitted into the Idaho State University College of Pharmacy program leading to the Doctor of Pharmacy degree, which is the only degree to enter into the practice of pharmacy. There is a national shortage of pharmacists that is also evident in Idaho. The Idaho Department of Commerce and Industry conservatively estimates over the next ten years there will be a demand for approximately 90 pharmacists per year in Idaho. Other economists have placed this number closer to 120 when considering retirement demographics of current practicing pharmacists in Idaho. Since this request addresses a need for health care in Idaho, it has direct connections to the Idaho State Board of Education's Strategic Plan and to Idaho State University's Strategic Plan with the most pertinent items listed above.

These additional positions are necessary to implement the full four years of the professional program at Meridian. The salary expenses of \$131,000 for an associate dean and \$90,000 for each of the faculty members are congruent with salaries for similar positions with Pharmacy peers. The College has already secured funding for the facility to house this program through a donation by The ALSAM Foundation. The "Sam Skaggs Pharmacy Complex" will be housed within the future Idaho State University Health Sciences Building at Meridian. Additional costs should be covered by increases in the professional fees generated from 80 new students. Additionally, this plan will better utilize existing faculty resources and available clinical practice sites needed for introductory pharmacy practice experiences. More globally, the citizens of Idaho will be better served in that additional opportunities will be available for residents to obtain a pharmacy education and there will be additional pharmacists to meet the needs of the State.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? What resources are necessary to implement this request?

An associate dean and two faculty positions are requested to begin the implementation of offering the full four years of the professional program leading to the Doctor of Pharmacy degree at Meridian. Once the program is fully operational, 40 students per class will be admitted at each campus. This reflects a total program increase of 80 students over four years or 33%. It is anticipated much of the funding (approximately \$250,000) for these positions will come from

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ISU tuition fees generated by the new students. The College of Pharmacy's current staffing level and funding to teach the professional program is adequate for the 60 students enrolled per year. Approximately \$680,000 for salaries for additional faculty and staff, and other expansion expenses will come from student professional fees.

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Associate Dean, \$131,000, full-time with benefits, anticipated date of hire is July 1, 2009, term of service is indefinite. The associate dean will provide oversight of both administrative and student services details of the Meridian campus.

Two Associate Professors, \$90,000 each, full-time with benefits, anticipated date of hire is July 1, 2009, term of service is indefinite.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

All of the College's current resources will be directed toward this effort.

- c. List any additional operating funds and capital items needed.

No additional funds are required as part of this request. The building renovation is being funded through a donation from The ALSAM Foundation. Company/corporate donations are being solicited for capital items; student fees will fund any additional expenses.

2. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

Please see the description in Item 1 above.

3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The citizens of the State of Idaho are being served by this request including those Idaho residents seeking an affordable education to become a pharmacist and those citizens seeking health care provided by pharmacists. Since many Idaho students attend the College, it is anticipated when they those students become pharmacists, they will return to their home communities and pharmacy services will continue to be provided in rural Idaho, as well as in the more metropolitan areas.

If the request is not funded, the Accreditation Council for Pharmacy Education will not allow the class size to be expanded and the full four years will not be available in Meridian. Those seeking an affordable pharmacy education will be impacted and the shortage of pharmacists in Idaho will grow more severe impacting patients seeking health care.

4. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This request is a continuation of the unfunded FY09 budget request.

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JUNE 19-20, 2008

AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: Health/Medical Education

Agency No.: 513

Function No.: 1000

Activity No.:

FY 2010 Request

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Original Submission X or

Revision No. ____

Idaho Biomedical Research Institute					
A: Decision Unit No: 12.05	Title: Institute			Priority Ranking 5 of 16	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	7.5				7.5
PERSONNEL COSTS:					
1. Salaries	422,638				422,638
2. Benefits	136,357				136,357
TOTAL PERSONNEL COSTS:	558,995				558,995
OPERATING EXPENDITURES by summary object:					
1. Faculty Release Time	83,250				83,250
2. Graduate Assistantships	117,612				117,612
3. ISU Library: Web of Science	40,000				40,000
TOTAL OPERATING EXPENDITURES:	240,862				240,862
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	799,857				799,857

How connected to institution/agency and Board strategic plans:

Idaho State University has created the interdisciplinary ISU Biomedical Research Institute (IBRI) embracing the latest advances in biomedical engineering, biotechnology, nanotechnology, neuroscience and bioinformatics and bio-signaling research & development in medicine, biology, and healthcare. We are developing the framework by exploiting the synergistic interactions among the existing scholarly resources within the ISU campus as well as drawing upon the State's biomedical and biotechnology industry and other segments of interdisciplinary biomedical research within the State of Idaho to further enhance and fulfill the mission and vision of this Institute. Through the interdisciplinary activities of IBRI, we seek to enhance ISU's role as the lead institution in Idaho for health professions. The institute is comprised of researchers in three focus areas: Behavioral & Neuroscience, Bio-Signaling & Communications and Functional Genomics and Biotechnology. Based on several strategic planning sessions and discussions, we believe that it is timely and opportune to establish a group of

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interdisciplinary researchers on ISU campus to focus their joint efforts on the important themes of bioengineering, biomedical engineering, bioinformatics, bio-signaling, medical informatics, and drug discovery. Research and teaching efforts centered on IBRI further the following strategic goals, as articulated in the current ISU and SBOE strategic plans:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Goal 6 — Promote the efficient and effective use of resources. (SBOE Main Goals: Access and Efficiency)

Description:

This line item request will provide expanded financial resources, such that the already existing groups of interested scientists/engineers/health professionals can further expand their membership and develop their efforts and strategies to attain the short and longer-term goals. Specifically, this request includes funding for 7.5 FTEs, as follows: 0.5 FTE for the IBRI Director; 4.0 research faculty, new positions (2 in neuroscience, 1 each in cell-signaling and genomics); 1.0 Administrative Assistant 1; 1.0 Network Technician; 1.0 Microscopy Technician. The request also includes \$83,250 of funding for faculty research release time, and \$117,612 for funding six Graduate Assistantships. The IBRI Director will continue to organize and manage the ISU INBRE program. The four research faculty positions are focused on achieving critical mass in the three research focus areas. These individuals will commit 100% effort to research and will develop competitive, independently funded research programs. The administrative assistant will have the primary responsibility of assisting the Director in coordinating all programs and activities of the IBRI. The Network Technician will serve as a systems administrator for the IBRI computer network and interfacing the Institute and the ISU Bioinformatics network. The duties will include maintaining the Institute server system, assessing and obtaining software, and assisting IBRI researchers in the network to enhance their hardware facilities and software. The Microscopy Technician will supervise and coordinate all activities of the ISU Biological Imaging Center. This individual will be trained in all aspects of the operation and maintenance of light and fluorescent microscopes available in this shared core Center available to all researchers at ISU. Collaborative projects are currently underway, and this individual will be responsible for facilitating additional collaborative projects. The faculty release funds will be used to support IBRI faculty release time from teaching to allow for more time to conduct research in pursuit of extramural funding. These funds will be used to support

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five IBRI researchers on a competitive basis. Six assistantships will be available for graduate student training in IBRI research laboratories. Awards will be competitive and ordinarily for a four year period, after which it is expected that students will be funded through IBRI investigator-initiated awards. In the event that the major professor has a lapse in funding, the IBRI will assure that assistantships will be provided to complete the student's Ph.D. degree program.

\$40,000 of this line item budget request will support the purchase of Web of Science journal services for ISU's Oboler Library to support the research efforts in this research institute. Web of Science is a major resource for research. ISU is the only library in the Intermountain region that lacks it.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **This request consists of recurring new appropriated funding for 7.5 FTE, as noted above, as well as both recurring and one-time funding as noted above.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See above.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None.**
 - c. List any additional operating funds and capital items needed. **NA.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **This request is for ongoing and one-time appropriated funding, as articulated above.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This request is a continuation of the unfunded FY09 budget request.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: Boise/Meridian

Agency No.: 513

Function No.: 1000

Activity No.:

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Original Submission X or

Revision No.

ISU Clinical Laboratory Sciences					
A: Decision Unit No: 12.06	Title: Boise Expansion			Priority Ranking 6 of 16	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				2.0
PERSONNEL COSTS:					
1. Salaries	143,000				143,000
2. Benefits	58,000				58,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	201,000				201,000
OPERATING EXPENDITURES by summary object:					
1. Travel	3,000				3,000
2. Communications	49,000				49,000
3. Materials	5,000				5,000
TOTAL OPERATING EXPENDITURES:	57,000				57,000
CAPITAL OUTLAY by summary object:					
1. Startup/lab equipment (one-time)	250,000				250,000
2. Communications equip. (one-time)	102,000				102,000
TOTAL CAPITAL OUTLAY:	352,000				352,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	610,000				610,000

How connected to institution/agency and Board strategic plans:

As the SBOE-designated lead institution of higher education for the health professions in Idaho, ISU's expansion of the Clinical Laboratory Sciences Program Boise is consistent with the institution's health-professions driven strategic planning. Research and teaching efforts centered on the program also further the following Goals, as articulated in ISU's current strategic plan:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

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Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

This request is for two faculty positions for the Clinical Laboratory Sciences Program (CLS), as well as a Network Administrator to serve the program's communications needs in the Boise/Meridian area. These positions will occupy space in the new ISU Health Sciences Center at Meridian, as well as at the Veterans Administration Hospital Center and Saint Luke's Regional Medical Center (SLRMC). The faculty position affiliated with the VA is focused on molecular science in the CLS program, and the faculty position to be affiliated with the SLRMC will be focused on overseeing the CLS preceptorship program in the SLRMC system and throughout the Boise area.

This funding request also includes funding for ongoing operating expenses, as well as one-time funding for startup equipment and communications equipment. The funding requested is consistent with the current emphasis on increasing the availability of health education in the Boise area, and is necessary to meet increased enrollment in Clinical Laboratory Sciences in Meridian, Idaho and surrounding rural areas. If this request is not funded ISU will not be able to offer the Clinical Laboratory Sciences curriculum to students in the fastest growing area in the state.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **As noted above.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **As noted above.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
 - c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **NA**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **As noted above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This request is a continuation of the unfunded FY09 budget request.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: Pocatello Campus

Agency No.: 513

Function No.: 1000

Activity No.:

FY 2010 Request

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Original Submission X or

Revision No. ____

Institute for Mesoamerican Research					
A: Decision Unit No: 12.07	Title: Research			Priority Ranking 7 of 16	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				
PERSONNEL COSTS:					
1. Salaries	160,000				160,000
2. Benefits	61,212				61,212
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	221,212				221,212
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	221,212				221,212

How connected to institution/agency and Board strategic plans:

Dr. Richard Hansen, ISU Faculty member and Rupert farmer, is the world's leading expert on the early Maya Civilization in Guatemala. His research in the Mirador Basin discovered the earliest cities in the New World, the earliest road systems in the Americas, and the largest pyramids in the world. He has done this research in the context of preserving the last major region of tropical forest in Central America – a forest which houses plants and animals critical to pharmaceutical development, disease prevention, biodiversity, and the history of humanity. ISU seeks to build the Institute for Mesoamerican Research in order to highlight our interdisciplinary involvement in this renowned research project, to take advantage of the potential for pharmaceutical developments in that area, and to create an international presence by direct involvement in one of the world's most important heritage projects. This project is consistent with Idaho State University's current strategic plan and the SBOE current strategic plan as noted below:

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

The goal of this request is to create the infrastructure for a premier Institute for Mesoamerican Research at Idaho State University. This will be an internationally recognized institute that will bring faculty and students to Guatemala, and will forge international student and academic alliances and research interactions.

In the context of collecting artifacts, plants, soils, jades, ceramics, human remains and other items critical to understanding the history and environments of the Mirador Basin of Guatemala, Hansen has generated thousands of samples that have gone unanalyzed because of a lack of appropriate facilities and instrumentation. His direct involvement in the development of the ISU Center for Archaeology, Materials, and Applied Spectroscopy (CAMAS), and a new National Science Foundation award to fund the instrumentation in that center, has, with the appropriate staffing, created the opportunity for ISU to take charge of all materials, biomaterials, and pharmaceutical related analyses associated with the Mirador Basin Project as directed by Hansen.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request seeks funding for a senior ISU faculty member, and two laboratory scientists, to manage the ISU portion of the Mirador Basin research project, conduct analyses, create educational and research outlets and collaborations, and to generate external grants.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Associate/Full Professor – Institute Manager. \$60,000 / year. Full time Faculty.

Stable Isotope Mass Spectrometist - \$50,000 / year, Full time staff.

Materials Spectrometist - \$50,000 / year, Full time staff.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No existing resources will be redirected. Existing operations will be impacted by generating increased infrastructure leading to greater numbers of external grants.

- c. List any additional operating funds and capital items needed.

None.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

All are ongoing.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request will result in unlimited opportunities for student and faculty. If this request is not funded, ISU may miss out on one of the most high profile research efforts of the current century.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This is a new high-priority item which was not submitted last year since the opportunity for the project had not yet arisen at that time.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: Idaho Falls

Agency No.: 513

Function No.: 1000

Activity No.:

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Original Submission X or

Revision No.

A: Decision Unit No: 12.08		Title: Expansion of ISU Dental Hygiene Program to Idaho Falls			Priority Ranking 8 of 16
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.5				1.5
PERSONNEL COSTS:					
1. Salaries	78,540				78,540
2. Benefits	6,543				6,543
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	85,083				85,083
OPERATING EXPENDITURES by summary object:					
1. Travel	3,000				3,000
2. Communications	1,500				1,500
3. Materials and Supplies	12,000				12,000
TOTAL OPERATING EXPENDITURES:	16,500				16,500
CAPITAL OUTLAY by summary object:					
1. Equipment	8,000				8,000
TOTAL CAPITAL OUTLAY:	8,000				8,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	109,583				109,583

How connected to institution/agency and Board strategic plans:

The Department of Dental Hygiene offers unique programs in Idaho and nationwide which provide quality educational experiences for undergraduate and graduate dental hygiene students. The program's goal is to provide residents of Idaho and the nation with access to outstanding dental hygiene education. As SBOE-designated lead institution of higher education for the health professions in Idaho, ISU's expansion of these programs is consistent with the institution's health-professions driven strategic planning. Service and teaching efforts centered on the programs also further the following Goals, as articulated in ISU's current strategic plan:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

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Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

This request includes funding to expand the dental hygiene BS program by 4 students who will be educated in the Idaho Falls dental hygiene portion of the clinic and laboratory on the EITC campus. The personnel needs are 1 FTE equivalent for clinic education and laboratory setting teaching to maintain faculty student ratios that compare to the ISU Main campus. The FTE equivalency includes dental hygienists and dentists to educate and supervise the clinic care. Also, a .5 staff is needed to work in the clinic as a receptionist and coordinator for scheduling of patients, accounting, etc. No funding is currently devoted to this endeavor. Four new students will be admitted to the dental hygiene class for the Bachelor of Science degree program. The number of applicants for the program is healthy and the students admitted would receive preference if located in the region adjacent to Idaho Falls. The program for these four students would match the on campus program in Pocatello. Dentists and dental hygienists are requesting a program in this area; therefore, the impact is to graduate more students who are qualified to enter the workforce, especially in the Idaho Falls area.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **Money to expand the dental hygiene program by 4 students who will be educated in the Idaho Falls dental hygiene portion of the clinic and laboratory on EITC campus. The personnel needs are 1 FTE equivalent for clinic education and laboratory setting teaching to maintain faculty student ratios that compare to the ISU Main campus. The FTE equivalency includes dental hygienists and dentists to educate and supervise the clinic care. Also, a .5 staff is needed to work in the clinic as a receptionist and coordinator for scheduling of patients, accounting, etc. No funding is currently devoted to this endeavor.**
2. What resources are necessary to implement this request? **The money requested. The equipment is available at the clinic site. The expendable supplies will be supported by student course fees.**
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See above.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
 - c. List any additional operating funds and capital items needed. **None.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
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3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **This request is for ongoing appropriated funding.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **Four new students will be admitted to the dental hygiene class for the Bachelor of Science degree program. The number of applicants for the program is healthy and the students admitted would receive preference if located in the region adjacent to Idaho Falls. The program for these four students would match the on campus program in Pocatello. Dentists and dental hygienists are requesting a program in this area therefore the impact is to graduate more students who are qualified to enter the workforce, especially in the Idaho Falls area.**

If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This request is a continuation of the unfunded FY09 budget request.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: Pocatello Campus

Agency No.: 513

Function No.: 1000

Activity No.:

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.09		Title: Library Materials			Priority Ranking 9 of 16
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1.					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Three-year inflation catch-up (recurring)	564,000				564,000
TOTAL CAPITAL OUTLAY:	564,000				564,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	564,000				564,000

How connected to institution/agency and Board strategic plans:

The library provides the information resources that support the instruction and research missions of Idaho State University and, by extension, the Board's strategic plan. This request is consistent with the current ISU and SBOE strategic plans, as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Goal 6 — Promote the efficient and effective use of resources. (SBOE Main Goals: Access and Efficiency)

Description:

This amount represents three years of inflationary increases in the information resources budget (books, journals, databases). The inflation requests for the last two years were funded as follows:

Year	Base Budget	Inflation Requested	Inflation Received
2007	\$2,392,864		
2008	\$2,392,864	\$167,500 (recurring)	\$159,800 (one-time)
2009	\$2,392,864	\$348,000 (recurring)	\$165,000 (one-time)
2010 (request)	\$2,392,864	\$564,000 recurring	

The library has already had one small cut in received journals in preparation for this next year. A larger cut will be necessary if recurring funds are not secured.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The ISU Oboler Library is requesting \$564,000 (recurring) to cover inflation for 2008 and 2009 (which were funded with one time money) as well as 2010. The three years, added together, provide the total. This request is to restore funding to FY2007 buying power level.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **NA**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
 - c. List any additional operating funds and capital items needed.

Capital funds for library materials are the only funds needed.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

All funds must be ongoing to meet inflationary costs. The need for on-going funding reflects the recurring subscription costs of databases and journals. This request is from the general funds at this time.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request serves the students, faculty, and staff of Idaho State University as well as the citizens of Idaho through interlibrary loan. If this request is not funded, the library will have to cut purchases by 20%. This cut would mean a reduction in databases, journals, and books.

If this request is not funded, faculty and student research and instruction will be adversely affected in all areas. Such a cut would be so large that it would affect mission critical areas such as health professions and biological sciences.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This request was part of the FY 2009 budget request but was not funded because it was seen as inflation, or MCO. However, it should be noted that this inflation rate is non-standard and cannot be absorbed by the library or institution without major cuts in resources and service.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: Pocatello Campus

Agency No.: 513

Function No.: 1000

Activity No.:

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Revision No.

A: Decision Unit No: 12.10		Title: ERP Implementation Support			Priority Ranking 10 of 16
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	54,000				54,000
OPERATING EXPENDITURES by summary object:					
1. Materials and Supplies	533,200				533,200
TOTAL OPERATING EXPENDITURES:	533,200				533,200
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	587,200				587,200

How connected to institution/agency and Board strategic plans:

The implementation of ISU's new ERP system is proceeding on schedule, and is operating within budget. However, as the existing computer system is phased out, a number of related software services will also need to be replaced. The university has also identified a number of services that will ensure the functionality, reliability, and efficiency of the system as it is placed into operation. Those items are enumerated in the description below. This request is consistent with current ISU and SBOE strategic plans, as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Goal 6 — Promote the efficient and effective use of resources. (SBOE Main Goals: Access and Efficiency)

Description:

This request is for one-time appropriated funding to cover expenses related to ISU's implementation of our new Enterprise Resource Planning system. These items listed below will help to ensure the functionality, reliability, and efficiency of the ERP system as it has been planned to meet institutional needs well into the future. These expenses are detailed below:

Degree Audit	\$276,000
Software and consulting services to implement an on-line degree audit system to improve advising services and to improve the efficiency of degree certification efforts.	
Parking Software	\$62,000
Replaces the existing legacy application with a new software system that is fully integrated with the ERP system.	
Load Testing Services	\$50,000
Consulting services to test the capacity of the new ERP system to manage the expected load, and to tune the system for greater efficiency.	
Application Development Software	\$50,000
Software that will be used to migrate existing auxiliary applications from the legacy platform to the new hardware environment	
Computer Analyst	\$54,000
A one-year limited service position to manage and facilitate the migration of auxiliary applications to the new hardware environment (salary and fringe benefits). This position will help ensure an on-time conversion of these systems to the new environment.	
SAN upgrade	\$61,400
An increase in the storage capacity of the Storage Area Network (SAN) used to store institutional data	
Backup System upgrade	\$33,800
An increase in the storage capacity of the backup system used to protect institutional data	
TOTAL	\$587,200

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **This request is for one-time appropriated funds; core functions/needs of the larger ERP implementation are being met as planned and previously approved by SBOE.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **Computer Analyst – 1 year limited service.**

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- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None.**
- c. List any additional operating funds and capital items needed. **None.**
- 3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **See above.**
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **An effective campus wide information system is the foundation upon which effective institutional planning and operations rest. The purpose of the ERP project is to bring all financial services, human resources/payroll, and student information together in an integrated, secure, and user friendly environment. Examples of new features will include, but are not limited to:**
 - Students: pay tuition and fees online, apply for financial aid**
 - Faculty: submit grades, assist students on matters such as changing majors**
 - Staff & Faculty: track expenses in one location, enter purchase orders**

These services, as well as many other university services, will be integrated through a new university portal, which will provide a single point of access for university computer services. When ERP system is in full operation, we expect to experience significantly improved services for faculty, staff, and students. One of the significant goals of the project is to provide greater access to information for faculty and staff and to improve the efficiency of operation of the university
- 5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This is a new request for one-time appropriated funding.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Agency: Idaho State University

FUNCTION: General Education

ACTIVITY: Pocatello Campus

Agency No.: 513

Function No.: 1000

Activity No.:

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Revision No. ____

A: Decision Unit No: 12.11		Title: Early College Training Programs			Priority Ranking 11 of 16
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				
PERSONNEL COSTS:					
1. Salaries	35,638				35,638
2. Benefits	15,484				15,484
TOTAL PERSONNEL COSTS:	51,122				51,122
OPERATING EXPENDITURES by summary object:					
1. Supplies and Materials	16,115				16,115
2. Travel	30,669				30,669
3. Postage	10,425				10,425
4. Telephone	265				265
TOTAL OPERATING EXPENDITURES:	93,974				93,974
CAPITAL OUTLAY by summary object:					
1. Computer Equipment (one-time)	2,000				2,000
2. Furniture (one-time)	1,800				1,800
TOTAL CAPITAL OUTLAY:	3,800				3,800
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	148,496				148,496

HOW CONNECTED TO INSTITUTION/AGENCY PLANS:

There are several advanced opportunities programs students may access to receive post-secondary credit for education completed while enrolled in the secondary system. One such program is dual credit or concurrent enrollment. Dual credit allows high school students to simultaneously earn credit toward a high school diploma and a postsecondary degree or certificate. Postsecondary institutions work closely with high schools to deliver college courses that are identical to those offered on the college campus. Credits earned in a dual credit class become part of the student's permanent college record. Students may enroll in dual credit programs taught at the high school or on the college campus. ISU's Early College Program is the premier concurrent enrollment program in the state. We are entering our second year of collaboration with public school district superintendents in Regions 5 and 6, as articulated by our MOUs, and look forward to continuing the expansion of concurrent enrollment programming and related teacher training and development throughout the state. For the academic year 2007-2008, ISU's Early College Program offered 267 concurrent enrollment course sections in 32

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locations across the state. Students in these courses generated 3,383 enrollments and completed 6,511 credit hours. This request is consistent with the current strategic plans of both ISU and the SBOE, as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

DESCRIPTION:

The addition of a Field Coordinator will serve to expand the services of the seamless educational infrastructure at Idaho State University by achieving the following objectives:

1. Concurrent enrollment registration and recruitment - conduct onsite registration/recruitment of high school students.
2. Instructor support and training – conduct regional support workshops and training of high school teachers, as well as on-campus training workshops once per semester.

QUESTIONS:

1. What is being requested and why?

This funding request is for expansion of concurrent enrollment support (student registration and recruitment) and training of concurrent enrollment teachers. The proposed program will allow ISU to further develop concurrent enrollment academic programming by: (a) increasing student enrollment; and (b) improving teacher training, thereby program rigor, quality, and uniformity with on-campus classes.

The proposal includes of a Field Coordinator to perform the follow tasks: (a) conduct school site visits to register students; (b) recruit students for the concurrent enrollment program; (c) facilitate timely tuition payment and coordination with ISU financial services; (d) coordinate regional teacher support and training; (e) work with the Director of Early College and ICEE staff to offer biannual on-campus teacher training; (f) organize a first-annual year-end event to recognize program participants--students, teachers and liaisons; and (g) provide initial concurrent enrollment support to ISU – Boise campus.

2. What resources are necessary to implement this request?

- **Field Coordinator – full-time 12-month with benefits to begin July 1 supervised by Director, Early College Program and Director, Center for Professional Development, ICEE**
- **Field Coordinator Support – computer, office furniture, supplies, postage and telephone**
- **Travel/mileage for registration and recruitment – participating schools (31) to be visited once per trimester OR 3 times per year (93 visits)**
- **Travel/mileage for regional training – teacher trainings once per year in 4 locations (130 teachers total)**
- **Teacher training on-campus – workshops to be conducted once per semester or 2 times per year (130 teachers x 2 or 260 trained)**

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- ISU, Boise campus – concurrent enrollment support services provided once per semester or 2 times per year
 - Student enrollment/recruitment packets and teacher training materials
3. Break out fund sources with anticipated expenditures. **This request is for new funding for program expansion.**
 4. Who is being served by this request and what are the expected impacts.

Target Populations: This request expands and strengthens the State Board mission of providing a seamless educational system. Secondary students are served in three ways: (1) enhance their post-secondary goals; (2) reduce duplication and provide for an easy transition between secondary and post-secondary education; and (3) reduce the overall cost of educational services and training. Concurrent enrollment teachers are also served through supportive programs and training workshops. This will ensure program quality, rigor, and uniformity with on-campus classes.

Expected Impact: Historical enrollment data indicate a gradual increase in concurrent enrollment participation at ISU. With the addition of the proposed expansion program, estimates are that enrollment will increase by the following: 2007-08 – 1979 students; 2008-09 – 2250 students; 2009-10 – 2500 students. Professional development credits for teachers will also increase proportionately (approximately 260 credits per semester or 560 per year). Ultimately, this expansion funding will allow closer student and faculty affiliations between school district concurrent enrollment programs and ISU programs and academic departments. High Schools with strong concurrent courses and instruction (as outlined in SBOE Guidelines) will increase the rigor needed to prepare Idaho students to meet the challenges of the 21st century.

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AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: Health/Medical Education

Agency No.: 513

Function No.: 1000

Activity No.:

FY 2010 Request

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Original Submission X or

Revision No.

ISU Online Speech/Language Pathology Program					
A: Decision Unit No: 12.12		Title: Pathology Program		Priority Ranking 12 of 16	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.0
PERSONNEL COSTS:					
1. Salaries	88,560				88,560
2. Benefits	59,040				59,040
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	147,600				147,600
OPERATING EXPENDITURES by summary object:					
1. Materials	25,000				25,000
2. Library/IT support	12,700				12,700
TOTAL OPERATING EXPENDITURES:	37,700				37,700
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	185,300				185,300

How connected to institution/agency and Board strategic plans:

Idaho State University is the sole provider for training of Speech-Language Pathologists (SLP) for the State of Idaho. Needs surveys and communication with Directors of Special Education, Department of Education staff, and State Board of Education staff have revealed a striking need for SLPs in rural Idaho school settings. Meeting this need is central to the mission of Idaho State University (Health Professions mission). This request is consistent with current ISU and SBOE strategic plans as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

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Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality/Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

This is an expansion of an existing degree program (Master of Science Degree in Speech-Language Pathology at ISU). The existing program (Boise and Pocatello campuses) provides didactic instruction via interactive televised distance learning between the two geographic locations. Clinical instruction occurs on-site, as well as in off-site practicum locations. The proposed program will deliver regular semester coursework via online format, and will provide the bulk of clinical experience in the field. By this means, school districts will be able to “grow their own” speech-language pathologists who have a stake in the rural areas they already serve. Students in the program will have 2 summers of on-campus clinic and course work as well (one summer in Pocatello; one summer in Boise), and an externship experience at the end of the program. The target population is professionals within the rural Idaho public school system. Teachers and other professionals identified by school administrators, or self-identified, will be able to matriculate into the program by means of the currently approved and operational Online Pre-professional program in Speech-Language Pathology (SLP). This will provide the necessary coursework for entering this hybrid program. Students will meet the same entry requirements as students in the traditional Master’s program in SLP. Because our program is listed as a distance education program by our accrediting body, the department chair and student records staff receive between 2 and 3 contacts per week requesting information about our online MS program. The department could easily fill the seats in this program. Because of the nature of this program, designed to meet the needs of off-site individuals in rural Idaho, we do not foresee any matriculation from other programs at ISU. The program fee is sufficient deterrent that residential students at ISU would not perceive entering this program as advantageous.

The Center for Science and Economic Development (CSED) has been in ongoing communication with Directors of Special Education within the State of Idaho, and share their frustration in the inability to provide qualified speech-language pathologists to the rural school districts of Idaho. To determine need (demand) and output of the university (supply) the department surveyed Directors of Special Education. To summarize the results of the needs survey and discussion, Directors of Special Education expressed dismay that Idaho State University was unable to meet the needs of the public schools in supplying qualified, Master’s level speech-language pathologists (SLPs), particularly in the rural areas.

The needs survey and outcome analysis revealed that there is a high attrition rate for SLPs from the schools, that ISU was graduating sufficient numbers of qualified SLPs, and that the SLP graduates were largely remaining in Idaho. The issue of recruitment and retention into rural Idaho remained a large concern that required re-thinking the ability for applicants to attend the university or take courses in Pocatello or Boise. Students who are able to abandon their domiciles in rural Idaho to matriculate into ISU rarely return to those rural locations. A model was formulated that has provided students in rural Idaho to take the pre-requisite courses in speech-language pathology and audiology, in preparation for matriculation into the Master’s program in Speech-Language Pathology. This program, the Online Pre-professional Program,

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began in Fall 2007, and shows signs of becoming a highly successful means of meeting these initial needs. There are currently 14 full-time online pre-professional students and numerous part-time students as well. Of the individuals in the full program, 69% of the 14 students are Idaho residents, predominantly from rural Idaho. These students must then matriculate into a Master's program in either speech-language pathology or audiology, and complete two years of course work and clinic before entering into their first employment in the field.

The Online Pre-professional Program is a vital first step in meeting the needs of rural Idaho, in that it allows individuals with ties to rural areas a means of beginning the process of upgrading their bachelor's degrees to Master's in Speech-Language Pathology. The risk and cost, as always, are that these individuals will either not be able to leave their geographic locations for the two year Master's program, or that they will leave to complete the coursework and clinic and then take positions in urban Idaho or out of state. While the Department has an excellent record for keeping graduates in state, the lure of urban living, coupled with economic limitations in rural settings, has resulted in a significant shortfall of qualified SLPs in the schools.

This program is designed to provide a mechanism for students in rural areas to complete their Master's coursework and clinical assignments with no relocation during the school year. The proposal also provides a method of training qualified Speech-Language Pathology Assistants through online coursework and field work. It is the philosophy of faculty at CSED that the most efficacious way to get individuals into rural settings is to "grow your own" from within the ranks of people who have a stake in the community. That is the driving force of this proposal.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **This request consists of recurring new appropriated funding for 2.0 FTE, as noted below.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **1.0 new faculty member in Speech-Language Pathology and 1.0 new clinical education coordinator.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None.**
 - c. List any additional operating funds and capital items needed. **An additional annual budget for program operating expenses (@\$25,000) and library/IT support (@\$12,700) will be funded through proposed program fees (estimated @ \$37,700 annually).**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-general funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **This request if for ongoing appropriated funding.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This is a new request for ongoing appropriated funding.**

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AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: Boise/Meridian

Agency No.: 513

Function No.: 1000

Activity No.:

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Original Submission X or

Revision No. ____

ISU Counseling PhD Boise					
A: Decision Unit No: 12.13	Title: Expansion			Priority Ranking 13 of 16	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	70,000				70,000
2. Benefits	15,400				15,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	85,400				85,400
OPERATING EXPENDITURES by summary object:					
1. Materials and Supplies	10,000				10,000
TOTAL OPERATING EXPENDITURES:	10,000				10,000
CAPITAL OUTLAY by summary object:					
1. Startup funds (one-time)	100,000				100,000
TOTAL CAPITAL OUTLAY:	100,000				100,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	195,400				195,400

How connected to institution/agency and Board strategic plans:

Mental health issues are being recognized as an important factor in physical health, both from a disease perspective as well as from a wellness model. As the lead institution in health related concerns, this is a logical extension of already offered course work and degree. The expansion of an existing, high quality, fully accredited program to an area of the state in which this opportunity does not now exist seems to be a reasonable request for the continuation of ISU's role and mission in health related concerns and specifically mental health issues. This request is consistent with current ISU and SBOE strategic plans, as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

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Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality/Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

This request is for the expansion of an existing program. Currently, the Department of Counseling offers a Ph.D. program in Counselor Education and Counseling on the Pocatello campus. We believe there is a strong need for this program to expand to the Treasure Valley because there are no doctoral programs in counselor education and counseling in this geographical area. We believe that ISU is in a unique position to begin to offer such a program.

The Department of Counseling conducted a needs assessment of all licensed counselors in Southwest Idaho and the results indicate a very strong need for a Ph.D. program in the Treasure Valley. Currently, there is no doctoral level program in counseling in this geographic area. ISU is in a unique position to begin to offer such a program. We currently have faculty located in Boise and we also have an active counseling clinic, both important components for a doctoral program. In addition, since we have a very successful program on the Pocatello campus, we already have curriculum in place, procedures for comprehensive exams, experience with internship, supervision, and dissertations. Our library has appropriate resources for doctoral study in counseling. Our programs are also accredited by the Council for Accreditation of Counseling and Related Educational Programs (CACREP). In summary, we already have in place the major components to offer a Ph.D. program in the Boise area.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **This request is for ongoing new appropriated funding for the Counseling faculty position listed below, in addition to ongoing funding for operating expenses. There is also a one-time capital outlay request for startup equipment, etc.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **1.0 FTE for a new senior faculty position in Boise.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None.**
 - c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **This request is for one-time startup funds in the amount of \$100, 000; the remaining amount of the budget request is for ongoing appropriated funding.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**

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5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This request is a continuation of the unfunded FY09 budget request.**

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AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: Pocatello Campus

Agency No.: 513

Function No.: 1000

Activity No.:

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Original Submission X or

Revision No.

Respiratory Therapy Clinical Coordinator/Instructor					
A: Decision Unit No: 12.14		Title:		Priority Ranking 14 of 16	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				
PERSONNEL COSTS:					
1. Salaries	55,000				55,000
2. Benefits	20,350				20,350
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	75,350				75,350*
OPERATING EXPENDITURES by summary object:					
1. Professional Development	2,500				2,500
2. Educational/Office Supplies	10,000				10,000
TOTAL OPERATING EXPENDITURES:	12,500				12,500*
CAPITAL OUTLAY by summary object:					
1. Computer/Printer (one-time)	2,500				2,500**
2. Office Furniture (one-time)	3,000				3,000***
TOTAL CAPITAL OUTLAY:	5,500				5,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	93,350				93,350
*ongoing					
**ongoing; 3-yr. cycle					
***one-time					

How connected to institution/agency and Board strategic plans:

According to the U.S. Department of Labor and other sources, Respiratory therapists, also known as respiratory care practitioners, evaluate, treat, and care for patients with breathing or other cardiopulmonary disorders. Practicing under the direction of a physician, respiratory therapists assume primary responsibility for all respiratory care therapeutic treatments and diagnostic procedures. Respiratory therapists consult with physicians and other health care staff to help develop and modify patient care plans. Respiratory therapists also are more likely to provide complex therapy requiring considerable independent judgment, such as caring for patients on life support in intensive-care units of hospitals.

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The U.S. Department of Labor statistics for 2007-2008 reveal that employment in the Respiratory Therapy field is expected to grow faster than average with job prospects being very good as paid positions replace unpaid volunteers. There is anticipated growth of 19 percent between 2006 and 2016 as per U.S. Department of Labor. Furthermore, the Department of Labor states that an increasing demand will come from substantial growth in the middle-aged and elderly population, a development that will heighten the incidence of cardiopulmonary disease. Growth in demand also will result from the expanding role of respiratory therapists in case management, disease prevention, emergency care, and the early detection of pulmonary disorders. The typical starting salary is between \$40,000 and \$56,000. The Respiratory Therapy training program addresses a critical industry need which will serve all communities and population of Idaho.

This request is consistent with current ISU and SBOE strategic plans as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

The addition of this position in the Respiratory Therapy Program will improve the quality and expand the scope of education offered by Idaho State University College of Technology Health Occupations department by allowing it to address a rapidly-developing, cutting edge field in the Health Professions. An associate degree in the Respiratory Therapy Program will enable people to acquire the specialized training they need to transition into the high-demand, high-salary field of Respiratory Therapist. This will, in turn, increase the number of postsecondary enrollments and address an increasing industry need.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

One FTE with supporting operating and capital expense is being requested to hire a Respiratory Therapy Clinical Coordinator/ Instructor to coordinate and teach in an established Respiratory Therapy Program. This 1 FTE will be required to have a bachelor degree along with the respective Respiratory Therapist certification.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Position title: Instructor; pay grade: not applicable; status: full-time; eligibility: fully benefited; date of hire: Fall 2009 (anticipated); terms of service: 9-month contract

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

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The existing chairperson and administrative assistant for the Health Occupations department will provide supervision and management and clerical and other support services, respectively, for this new program. This will increase the workload of these human resources.

- c. List any additional operating funds and capital items needed.

Operating funds: educational/office supplies and professional development for approx. \$12,500 Capital items: computer/printer and office furniture for approx. \$5,500

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

See above

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request serves the citizens of the state of Idaho and other consumers of professional-health education and health care services, as well as the health care industry. If this request is not funded, these constituents are impacted. The state of Idaho will have failed to provide the opportunity for individuals to train, and the opportunity for industry to hire individuals trained, in a rapidly-developing, high-demand, high-salary field in health care.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This was not listed in the FY 2009 line item request.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: Pocatello Campus

Agency No.: 513

Function No.: 1000

Activity No.:

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A: Decision Unit No: 12.15		Title: Paramedic Instructor/Human Simulation Lab Coordinator			Priority Ranking 15 of 16
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				
PERSONNEL COSTS:					
1. Salaries	50,000				50,000
2. Benefits	18,500				18,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	68,500				68,500*
OPERATING EXPENDITURES by summary object:					
1. Professional Development	2,500				2,500
2. Educational/Office Supplies	10,000				10,000
TOTAL OPERATING EXPENDITURES:	12,500				12,500*
CAPITAL OUTLAY by summary object:					
1. Computer/Printer (one-time)	2,500				2,500**
2. Office Furniture (one-time)	3,000				3,000***
TOTAL CAPITAL OUTLAY:	5,500				5,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	86,500				86,500
*ongoing					
**ongoing; 3-yr. cycle					
***one-time					

How connected to institution/agency and Board strategic plans:

People's lives often depend on the quick reaction and competent care of emergency medical technicians (EMTs) and paramedics. Incidents as varied as automobile accidents, heart attacks, slips and falls, childbirth, and gunshot wounds all require immediate medical attention. EMTs and paramedics provide this vital service as they care for and transport the sick or injured to a medical facility. Paramedics assess the nature of the patient's condition while trying to determine whether the patient has any pre-existing medical conditions. Following medical protocols and guidelines, they provide appropriate emergency care and, when necessary, transport the patient. Some paramedics are trained to treat patients with minor injuries on the

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scene of an accident or they may treat them at their home without transporting them to a medical facility. Emergency treatment is carried out under the medical direction of physicians.

The Human Simulation Laboratory promotes excellence in clinical care, teaching, and research through the use of human simulation resources. Human Simulation for medical education, team training, patient safety and improvement in health care is considered by experts in the field, such as; Virginia Commonwealth University, Duke University, and the University of Texas, to be the new “standard” to be utilized in the health care arena of training and patient safety. As per the Virginia Commonwealth University, simulation offers opportunities for teaching new skills as well as supporting improved methods for documenting and demonstrating competence of health care providers in a varied array of occupations. Human Simulation offers opportunities for teaching new skills as well as supporting improved methods for documenting and demonstrating competence.

This request is consistent with the current ISU and SBOE strategic plans, as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

The addition of this unique position in the Paramedic Science A.S. Program and the Human Simulation Laboratory will improve the quality and expand the scope of education offered by Idaho State University College of Technology Health Occupations department by allowing it to address a rapidly-developing, cutting edge field in the Health Professions. A certificate in EMT-B or an associate degree in Paramedic training program will enable people to acquire the specialized training they need to transition into the high-demand, high-salary field of Paramedic Science. This will, in turn, increase the number of postsecondary enrollments and address an increasing industry need.

The Human Simulation Laboratory addresses the need for critical life-saving and life preserving training in a real life situation without the human patient component. Human Simulation training is at the forefront in clinician training of which Idaho State University is currently on the cutting edge for offering this type of training in Idaho. Last year the Human Simulation Laboratory served and provided training to small acute care and large acute care facilities from North Idaho to Southeastern Idaho. The Human Simulation Laboratory also provided workshops to employees at the Idaho National Laboratory.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

One FTE with supporting operating and capital expense is being requested to hire a Paramedic Instructor/Human Simulation Laboratory Coordinator to coordinate and teach in an established Paramedic Science and Human Simulation Laboratory. This 1 FTE will be required to have an associate degree or bachelor degree along with the respective Paramedic certification.

What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Position title: Instructor; pay grade: not applicable; status: full-time; eligibility: fully benefited; date of hire: Fall 2009 (anticipated); terms of service: 9-month contract

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The existing chairperson and administrative assistant for the Health Occupations department will provide supervision and management and clerical and other support services, respectively, for this new program. This will increase the workload of these human resources.

- c. List any additional operating funds and capital items needed.

Operating funds: educational/office supplies and professional development for approx. \$12,500 Capital items: computer/printer and office furniture for approx. \$5,500

2. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

See above

3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request serves the citizens of the state of Idaho and other consumers of professional-health education and health care services, as well as the health care industry. If this request is not funded, these constituents are impacted. The state of Idaho will have failed to provide the opportunity for individuals to train, and the opportunity for industry to hire individuals trained, in a rapidly-developing, high-demand, high-salary field in health care.

4. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This was not listed in the FY 2009 line item request.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY:

Agency No.: 513

Function No.: 1000

Activity No.:

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Veterans Administration					
A: Decision Unit No: 12.16	Title: Biomedical Research Collaborative		Priority Ranking 16 of 16		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.5				3.5
PERSONNEL COSTS:					
1. Salaries	300,000				300,000
2. Benefits	120,000				120,000
3. Group Position Funding (GAs)	120,000				120,000
TOTAL PERSONNEL COSTS:	540,000				540,000
OPERATING EXPENDITURES by summary object:					
1. Travel	3,000				3,000
2. Materials and Supplies	25,000				25,000
TOTAL OPERATING EXPENDITURES:	28,000				28,000
CAPITAL OUTLAY by summary object:					
1. Start-up equipment (one-time)	275,000				275,000
TOTAL CAPITAL OUTLAY:	275,000				275,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	843,000				843,000

How connected to institution/agency and Board strategic plans:

Idaho State University has begun developing the framework for a largescale biomedical research enterprise by exploiting the synergistic interactions among the existing scholarly resources within the ISU campus as well as drawing upon the State's biomedical and biotechnology industry and other segments of interdisciplinary biomedical research within the State of Idaho, most particularly infectious disease research at the Veterans Affairs Medical Center in Boise. Thus, in order to most effectively leverage biomedical expertise at institutions across Idaho, we seek to strengthen ISU's position as the lead institution in Idaho for biomedical research, in collaboration with the VA, the University of Idaho and Boise State University. Research and teaching efforts centered on the VA Biomedical Collaborative further the following strategic goals, as articulated in the current ISU and SBOE strategic plans:

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Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Goal 6 — Promote the efficient and effective use of resources. (SBOE Main Goals: Access and Efficiency)

Description:

This line item request will provide financial resources to fund two faculty positions, a post-doctoral fellowship position, and a portion of a grant writer, as well as graduate assistantships, to support the SBOE strategic plan to enhance biomedical research across the State of Idaho. As described in other institutional requests, the goal of this plan is to increase biomedical research and graduate education in biomedical fields in Idaho and to establish a critical mass of innovative, productive biomedical investigators at the Veterans Affairs Medical Center in Boise. This is a collaborative effort with Veterans Affairs, UI, and BSU.

Questions:

6. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **As noted above, funding for 3.5 fte, as well as funding for graduate assistantships.**
7. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See above.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None.**
 - c. List any additional operating funds and capital items needed. **NA.**
8. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **This request is for ongoing and one-time appropriated funding, as articulated above.**
9. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**
10. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This is a new request for ongoing and one-time appropriated funding.**

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AGENCY: University of Idaho

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ACTIVITY:

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A: Decision Unit No: 12.01		Title: CEC increase for faculty and staff		Priority Ranking 1 of 10	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	4,150,000				4,150,000
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	4,150,000				4,150,000
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	4,150,000				4,150,000

How connected to institution/agency and Board strategic plans: This request specifically addresses the *Organization, Culture, and Climate Goal* of the University of Idaho's strategic plan by enabling it to attract and retain excellent faculty and staff to carry out the other three goals of the plan which are: *Teaching and Learning, Scholarly and Creative Activity, and Outreach and Engagement.*

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

The University of Idaho is requesting a CEC increase for FY 2010 in the amount of 4%. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2006, the most recent year published, comparing the University of Idaho with its seventeen peer institutions are:

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$54,340	\$59,555	\$ 65,426
Associate Professor	\$62,957	\$68,059	\$ 80,891
Professor	\$82,366	\$88,476	\$110,571

In terms of ranking, the University of Idaho ranked 13th, 14th, and 15th for associate professors, professors, and assistant professors respectively. Salary enhancements of 4% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and publish service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - c. List any additional operating funds and capital items needed.
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. This was requested for FY 2009.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: University of Idaho

Agency No.: 514

FY 2010 Request

FUNCTION: General Education

Function No.: 01

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.02		Title: Occupancy Costs			Priority Ranking 2 of 10
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	6.05				6.05
PERSONNEL COSTS:					
1. Salaries	107,560				107,560
2. Benefits	77,340				77,340
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	184,900				184,900
OPERATING EXPENDITURES by summary object:					
1. Supplies	15,800				15,800
2. Maintenance Costs	521,500				521,500
3. Services					
4. Other					
TOTAL OPERATING EXPENDITURES:	537,300				537,300
CAPITAL OUTLAY by summary object:					
1. Capital Equipment					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	722,200				722,200

How connected to institution/agency and Board strategic plans:

Description: Request for occupancy costs for general education buildings

Questions:

1. What is being requested and why? Occupancy costs. What is the agency staffing level for this activity and how much funding by source is in the base?
2. What resources are necessary to implement this request?

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

- a.** List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. See attached.
- b.** Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: University of Idaho

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.: 01

Activity No.:

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A: Decision Unit No: 12.03		Title: Maintenance/Infrastructure			Priority Ranking 3 of 10
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	16.00				16.00
PERSONNEL COSTS:					
1. Salaries	562,100				562,100
2. Benefits	265,700				265,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	827,800				827,800
OPERATING EXPENDITURES by summary object:					
1. Supplies	170,000				170,000
2. Maintenance Costs					
3. Services					
4. Other	830,000				830,000
TOTAL OPERATING EXPENDITURES:	1,000,000				1,000,000
CAPITAL OUTLAY by summary object:					
1. Capital Equipment	2,191,700				2,191,700
TOTAL CAPITAL OUTLAY:	2,191,700				2,191,700
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	4,019,500				4,019,500

How connected to institution/agency and Board strategic plans:

Maintaining the physical infrastructure is one key to achieving all facets of the University of Idaho's strategic plan by allowing for a welcoming physical environment from which the work done to advance the goals may be completed. The four goals of the 2006 – 2010 strategic plan are:

- Teaching and Learning
- Scholarly and Creative Activity
- Outreach and Engagement
- Organizational, Culture, and Climate

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Ongoing maintenance and repair of the physical infrastructure will protect the state's previous investment as well as will benefit the students, employees, and public who utilize these assets.

Description: The University of Idaho is requesting additional funding in FY 2010 for facilities maintenance and repairs to assist in addressing the degradation of the physical infrastructure. The adequate maintenance and repair of the physical infrastructure is a critical component in providing support for the instructional, research and outreach missions of the University. Deferred maintenance needs at the University of Idaho exceed \$200,000,000. The University administration has a plan to fund some of the deferred maintenance through the issuance of bonds. However, deferred maintenance needs will continue to grow if funds are not forthcoming to address the ongoing maintenance and repair of our physical infrastructure.

Key to the mission of any higher education institution is the adequate maintenance and repair of its physical infrastructure - the buildings and utility systems that support the day-to-day research and instructional activities. The Association of Higher Education Facilities Officers, APPA, is recognized as the industry leader through which facility officers share best practices and train and develop leaders. APPA recognizes several key financial benchmarks which speak to the adequacy of maintenance funding. These key benchmarks are summarized below:

- Routine maintenance: Funding is targeted to support preventive and routine maintenance needs. Best practice funding rate is 1.5% of the current replacement value (CRV) of the physical plant.
- Capital repairs and renewal: Funding is targeted to support the major repairs of system components, and the eventual replacement of aging facility components. Best practice funding rate ranges from 1.5% to 3.0% of the CRV.
- Facility Condition Index: compares backlogged maintenance & repair needs to CRV. Best practice suggests a ratio of under 1.0%.

Questions:

1. What is being requested and why? **See description above.** What is the agency staffing level for this activity and how much funding by source is in the base? **See description above.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See attachment**

Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: University of Idaho

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.: 01

Activity No.:

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A: Decision Unit No: 12.04		Title: Center for Advanced Energy Studies (CAES)			Priority Ranking 4 of 10
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.36				8.36
PERSONNEL COSTS:					
1. Salaries	517,713.50				517,713.50
2. Benefits	194,395.00				194,395.00
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	712,108.50				712,108.50
OPERATING EXPENDITURES by summary object:					
1. Supplies	30,000.00				30,000.00
2. Maintenance Costs					
3. Services					
4. Other	73,510.00				73,510.00
TOTAL OPERATING EXPENDITURES:	103,510.00				103,510.00
CAPITAL OUTLAY by summary object:					
1. Capital Equipment	204,500.00				204,500.00
TOTAL CAPITAL OUTLAY:	204,500.00				204,500.00
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,020,118.50				1,020,118.50

How connected to institution/agency and Board strategic plans:

This request support the goals outlined in the University of Idaho - Idaho Falls (UIIF) strategic plan in the areas of "Clean Energy" and "Water and Energy" are linked to the Universities Strategic Goals 2 and 3. Specifically: Goal 2 – Scholarly and Creative Activity (UIIF – "Deliver strategically-focused integrated Energy, and Homeland Security research programs") and Goal 3 – Outreach and Engagement (UIIF – "Build stronger partnerships with INL and other state universities") This also support the SBOE goal #1.7 – 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

The University of Idaho is committed to increasing the level of federally and industrially funded energy research occurring in Idaho. To date, significant federal funding has and continues to be invested into CAES by the INL and the US Dept. of Energy including funding over 50% of the CAES research building. Fully realizing the long term research and education benefits of CAES requires the commitment of new university/state resources.

Recurring funding is requested to build the research, policy, and educational capabilities of the Center for Advanced Energy Studies (CAES). Specifically eight (8) research active faculty members, two (2) senior technician positions, a full time Associate Director with a faculty appointment, and Administrative Support will be recruited and hired over a period of three years with the balance of the requested recurring funding being used for faculty start-up packages (primarily research equipment), and desk-top computer infrastructure. The costs presented are based on FY2008 estimates and have not been escalated for future years.

Specifically the faculty members will support the energy research mission of CAES and will include

- a) Three (3) nuclear scientists/engineers (hired by the College of Engineering in FY2008),
- b) Energy Geoscientist (College of Science; recruited and hired in FY 2010),
- c) Biofuels/Bioenergy Scientist or Engineer (College of Agriculture and Life Sciences; recruited and hired in FY2009),
- d) Natural Resource/Water-Energy Scientist or Policy Expert (College of Natural Resources; recruited and hired in FY2009)
- e) Energy Law Professor (College of Law; recruited and hired in FY 2010), and
- f) Carbon Management Scientist (College of Science, College of Natural Resources, or College of Agriculture and Life Sciences; recruited and hired in FY 2010)

The faculty members will be hired by their respective colleges on academic year appointments, support for 6 month per year on this request, and spend at least part of the year in the new 55,000sq. ft. CAES research building located in Idaho Falls (expected completion summer of 2008). These hires will also be supported through CAES joint appointments with the Idaho National Laboratory (INL) for the remainder (3 months) of their academic appoints and on grants and contracts for the summers. In addition to above the faculty members, two technicians (supported half time by this request and half time by grants and contracts), a full time administrative support person (hired in FY2010), and a full time CAES associate director (hired in FY 2011 to replace the part-time director currently funded by the Idaho National Laboratory) will also be hired. Funds are also requested to support the research start up needs of the new faculty members, specifically:

- a) Faculty start up packages (primarily research equipment)
- b) Equipment maintenance agreements and repairs (ongoing)
- c) Desk top computers and renewals (for both faculty and graduate students; ongoing)

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Questions:

1. What is being requested and why? **See description above.** What is the agency staffing level for this activity and how much funding by source is in the base? **See description above.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See attachment**

Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: University of Idaho

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.: 01

Activity No.:

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A: Decision Unit No: 12.05	Title: Environmental Safety Support			Priority Ranking 5 of 10	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS:					
1. Salaries	65,020				65,020
2. Benefits	32,680				32,680
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	97,700				97,700
OPERATING EXPENDITURES by summary object:					
1. Support Materials & Maintenance	11,000				11,000
2. Training Service & Materials	52,000				52,000
3. Hazardous & Radioactive Material Disposal	34,000				34,000
TOTAL OPERATING EXPENDITURES:	97,000				97,000
CAPITAL OUTLAY by summary object:					
1. Lead Paint Analyzer	20,000				20,000
2. Self-Contained Breathing Apparatus	19,000				19,000
3. Vehicle	25,000				25,000
TOTAL CAPITAL OUTLAY:	64,000				64,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	258,700				258,700

How connected to institution/agency and Board strategic plans:

Board Goal I, 7: Support and enhance the state's infrastructure and capacity for advanced energy studies through collaborative efforts between our three public universities and the INL at CAES.

Board Goal I, 8: Foster an academic environment that encourages and enables cooperative (public/private partnerships) efforts to engage in relevant research.

UI Goal 2, A 6: Establish, renew, remodel, and reallocate facilities that encourage collaborative interdisciplinary inquiry and provide access to information resources and innovative technologies.

UI Goal 2, B 4: Allocate physical and financial resources for operation, maintenance, safety, and security of technical infrastructure facilities.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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UI Goal 4, A 2: Ensure that the University is a safe work and educational environment for its employees and students through proper training and monitoring.

This request will provide the needed increases to safety support services in support of the research mission at UI. Currently, UI does not have a full time Lab Safety Technician. This position along with needed support materials will insure safety of lab spaces at all UI locations. UI's capabilities in the hazardous and radioactive materials training, monitoring, clean-up and support are stretched to the limit. Hazardous materials usage and the requisite need to safely remove, store, and dispose of these can no longer meet the demands advanced research methods require. Training and other support supplies are also needed to efficiently and effectively educate those engaged in research. Our capabilities to detect and address the many hazardous materials are limited by equipment obsolescence and lack of operating expenditure support. These needs are critical to protecting research, students, staff, and faculty in support of the above state goal areas.

Performance Measures: Reduction in DEQ and DBS violations involving hazardous materials. Maintenance of Nuclear Regulatory Commission (NRC) license for radioactive materials use. Reduction and severity of injuries involving labs, hazardous or radioactive materials. Time to analyze and correct lead, asbestos, and mold issues associated with University facilities.

Description:

UI is a Research Extensive university and is part of Idaho's infrastructure and capacity for advanced energy studies. The ability to provide adequate safety support services, training, monitoring, and enforcement is critical to UI's research success. This request will add two positions to UI's Environmental Health and Safety office in support of academic, research, and facility maintenance needs. The needed training support program service and materials will improve availability and timeliness of training provided to UI's staff and faculty while minimizing risk and costs. The critical need to safely remove, store, and dispose of hazardous and radioactive wastes is also addressed in this request. Disposal costs continue to rise along with the amount and number of hazardous substances used on the various UI locations. Additional maintenance and provision of monitoring supplies and equipment is also required for the proper functioning and response to hazardous material clean-up and disposal.

This request will specifically provide for:

- Full-time Lab Safety Technician, salary \$32,510, benefits \$16,340, training & support \$3,000 annually.
- Full-time Hazardous Waste Technician, salary \$32,510, benefits \$16,340, training & support \$3,000 annually.
- On-line safety training service \$42,000 annually.
- Emergency spill response equipment maintenance and certifications \$5,000 annually.
- Mold, lead, & asbestos abatement training & certifications \$10,000 annually.
- Hazardous & radioactive waste disposal \$34,000 annually.
- Lead Paint Analyzer \$20,000 one time.
- Vehicle to pick-up wastes for storage and disposal \$25,000 one time.
- Self-Contained Breather Apparatus \$19,000 one time.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: University of Idaho

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.: 01

Activity No.:

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.06		Title: Environmental Safety Support		Priority Ranking 6 of 10	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Security Audit	40,000				40,000
2. Emergency & Security Response/Critical Incident Training	5,000				5,000
3. Multi-Modal Emergency Notification Service	60,000				60,000
4. Security Services	20,000				20,000
TOTAL OPERATING EXPENDITURES:	125,000				125,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	125,000				125,000

How connected to institution/agency and Board strategic plans:

Board Goal I, 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.

UI Goal 2, B 4: Allocate physical and financial resources for operation, maintenance, safety, and security of technical infrastructure facilities.

UI Goal 4, A 2: Ensure that the University is a safe work and educational environment for its employees and students through proper training and monitoring.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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UI Goal 4, A 3: Recruit and retain a diverse body of students, staff, and faculty to enrich the quality of the University's activities.

This request will provide for a comprehensive security audit, staff training, notification capabilities, and support materials to improve security and emergency response process, procedures, and systems to insure that all UI constituencies enjoy a safe and welcoming environment critical to the attraction and retention of high quality students, staff, and faculty.

Performance Measures: Reduction in number of crimes committed on campus. Communication with a significant proportion of students, faculty, and staff within 5 minutes once a triggering event is identified. Recruitment and retention of students. Recruitment and retention of high quality faculty and staff.

Description:

A safe, secure, and welcoming environment is critical to UI's success in attracting and retaining high quality students, faculty, and staff. Additionally, regionally and nationally critical research involving toxic and hazardous materials is regularly conducted at UI facilities. National and local events over the last few years has also led to an increase focus on security, violent crimes, terrorist activities, and critical incident response capabilities of colleges and universities. UI's land grant mission leaves it especially vulnerable with its many campus locations and sensitive research operations. This request will provide a detailed and independent security audit of all UI facilities with recommendations for improvement of security and response systems. These recommendations will then be addressed in priority order with the requested security services funding. Training is also a critical element to security and emergency events. Currently, UI has no permanent source of funding to train and conduct response exercises on a regular basis. This is critical to provision of swift and competent response during an emergency situation. The emergency notification service will provide capacity to communicate via email, cell phone, text messaging, land line, etc. This service will provide the ability to notify a critical mass of UI's constituencies within about 5 minutes.

This request will specifically provide for:

- Independent Security Audit, \$40,000 one time.
- Emergency and security training of UI personnel, \$5,000 annually.
- Multi-modal emergency notification service, \$60,000 annually.

Security Services support operating expenses, \$20,000 annually.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: University of Idaho

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.: 01

Activity No.:

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.07	Title: Graduate Assistantships			Priority Ranking 7 of 10	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	1,300,000				1,300,000
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	1,300,000				1,300,000
OPERATING EXPENDITURES by summary object:					
1. Supplies					
2. Maintenance Costs					
3. Services					
4. Other					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Capital Equipment					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,300,000				1,300,000

How connected to institution/agency and Board strategic plans:

This request specifically addresses the *Organization, Culture, and Climate Goal* and the *Teaching and Learning Goal* of the University of Idaho's strategic plan by enabling the University to attract competent and qualified graduate students to the University of Idaho.

SBOE: Goal 1, objective 1

Description: Supplements for up to 300 teaching assistantships are needed to enhance stipends. UI ranks 30th among 30 peer public universities. UI's low stipends make it difficult to recruit competitive graduate students in almost every discipline. With the enhancement, we would recruit more competitively and enroll more of the students we accept, enhancing the quality of our graduate student population. This would directly benefit both undergraduate students and the faculty being assisted.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Questions:

1. What is being requested and why? Request is to fund graduate stipends at a more competitive rate in order to attract graduate students to UI. What is the agency staffing level for this activity and how much funding by source is in the base? The number and amount varies.
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. These positions vary with each academic year.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: University of Idaho

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.: 01

Activity No.:

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.08		Title: Finance & Administration Support		Priority Ranking 8 of 9	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				3.00
PERSONNEL COSTS:					
1. Salaries	147,000				147,000
2. Benefits	59,500				59,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	206,500				206,500
OPERATING EXPENDITURES by summary object:					
1. Supplies					
2. Maintenance Costs					
3. Services					
4. Other					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Capital Equipment					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	206,500				206,500

How connected to institution/agency and Board strategic plans:

University: Goal 4, Organization, Culture, and Climate; Strategy 9 – Strengthen financial and administrative operations

SBOE: Goal 1, Objective 1

Description: Three positions are needed in the division of finance and administration to manage the increasing compliance and audit requirements in accounting and human resources.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Questions:

1. What is being requested and why? *Three positions are requested – two in finance and one in human resources to help manage the increased workload in these two areas. Workload has increased substantially due to the internal control documentation requirements of the Statements on Auditing Standards 104-111 effective as of June 30, 2008. What is the agency staffing level for this activity and how much funding by source is in the base? There are four positions presently in the accounting area with a budget of \$146,000 and eight positions in human resources with a budget of \$269,000.*

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

<i>Reconciliation accountant</i>	<i>NFE</i>	<i>FT</i>	<i>Benefit eligible</i>
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<i>Internal control specialist</i>	<i>NFE</i>	<i>FT</i>	<i>Benefit eligible</i>
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<i>Human Resource Management assistant</i>	<i>NFE</i>	<i>FT</i>	<i>Benefit eligible</i>
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- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. There are no existing resources available.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: University of Idaho

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.: 01

Activity No.:

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.09		Title: Research Compliance Officer		Priority Ranking 9 of 9	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	85,000				85,000
2. Benefits	28,250				28,250
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	113,250				113,250
OPERATING EXPENDITURES by summary object:					
1. Supplies	10,000				10,000
2. Maintenance Costs					
3. Services					
4. Other					
TOTAL OPERATING EXPENDITURES:	10,000				10,000
CAPITAL OUTLAY by summary object:					
1. Capital Equipment					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	123,250				123,250

How connected to institution/agency and Board strategic plans:

University: Organization, Culture, and Climate Goal – Strengthen financial and administrative operations

Board: Goal 1 – Quality, Goal 3 - Efficiency

Description: In FY 2007, in response to an audit finding, the board required UI to hire a compliance officer to independently monitor and assess the compliance requirements of our grants and contracts. The position has been funded with temporary funds. This request will provide permanent funding for the position.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Questions:

1. What is being requested and why? Funds for a compliance officer position and operating funds. What is the agency staffing level for this activity and how much funding by source is in the base? 1.0 FTE with no funding in the base.
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
1.0 Compliance Officer NFE FT Benefit eligible
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. None.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: University of Idaho

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.:

Activity No.:

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Original Submission X or

Revision No.

A: Decision Unit No: 12.10		Title: Biomedical Research			Priority Ranking 10 of 10
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.30				2.30
PERSONNEL COSTS:					
1. Salaries	205,000				205,000
2. Benefits	72,000				72,000
3. Group Position Funding	120,000				120,000
TOTAL PERSONNEL COSTS:	397,000				397,000
OPERATING EXPENDITURES by summary object:					
1. Travel	3,000				3,000
2. Supplies	20,000				20,000
TOTAL OPERATING EXPENDITURES:	23,000				23,000
CAPITAL OUTLAY by summary object:					
1. Startup/lab equipment (one-time)	250,000				250,000
TOTAL CAPITAL OUTLAY:	250,000				250,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	670,000				670,000

How connected to institution/agency and Board strategic plans:

UI Goals – Scholarly and Creative Activity, and Outreach and Engagement

SBOE Goal – Goal 1, Quality; Objective 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

This request is for two faculty positions, startup funds, graduate stipends, and a portion of a grant writer to support the SBOE strategic plan to enhance biomedical research in Idaho. The goal of this plan is to increase graduate education in biomedical fields in Idaho and to establish a critical mass of innovative, productive biomedical investigators at the Veterans Affairs Medical Center in Boise. This is a collaborative effort with Veteran's Affairs, ISU, and BSU.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **As noted above.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **As noted above.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
 - c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **NA**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **As noted above.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Lewis-Clark State College

FUNCTION: Occupancy

ACTIVITY:

Agency No.: 511

Function No.:

Activity No.:

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Occupancy			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.31				2.31
PERSONNEL COSTS:					
1. Salaries and benefits	70,600				70,600
2.					
3.					
TOTAL PERSONNEL COSTS:	70,600				70,600
OPERATING EXPENDITURES by summary object:					
1. Custodial Supplies	6,000				6,000
2. Utilities	105,000				105,000
3. Maintenance	240,000				240,000
4. Other (Security, landscape, Insurance)	59,000				59,000
TOTAL OPERATING EXPENDITURES:	480,600				480,600
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	480,600				480,600

In order to maintain non-auxiliary space, this request is to cover utility costs, custodial costs and general maintenance costs for Nursing & Health Science Facility. These funds are needed to ensure state facilities are properly maintained.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **The request is for funding to operate & maintain State facilities.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **2.31 FTE Custodial Staff**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None**
 - c. List any additional operating funds and capital items needed. **None**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **The request is for ongoing funding.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **Funding will allow the University to operate & maintain the facilities for the instructional purpose they were intended for. Lack of funding would potentially necessitate an increase in student tuition costs.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This is a new request.**

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Lewis-Clark State College

Agency No.: 511

FY 2010 Request

FUNCTION:

Function No.:

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ACTIVITY: Teacher Education-PACE

Activity No.:

Original Submission X or
Revision No. ____

Teacher Education – PACE (Pathways to Alternative Certification and Endorsement Programs)					
A: Decision Unit No: 12.02	Title:			Priority Ranking 2 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
3.0 full-time positions	3				3
PERSONNEL COSTS:					
1. Salaries	\$164,200				\$164,200
2. Fringe	30,800				30,800
3. Medical	26,100				26,100
TOTAL PERSONNEL COSTS:	\$221,100				\$221,100
OPERATING EXPENDITURES by summary object:					
1. Orientation/training expenses	\$ 6,000				\$6,000
2. Instructional materials	\$ 8,000				\$8,000
3. Supplies	\$ 8,500				\$8,500
4. Entrance interview costs	\$ 5,000				\$5,000
TOTAL OPERATING EXPENDITURES:	\$ 27,500				\$27,500
CAPITAL OUTLAY by summary object:					
Equipment (Computers, desks, etc.)	\$ 34,000				\$34,000
TOTAL CAPITAL OUTLAY:	\$ 34,000				\$34,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$282,600				\$282,600

How connected to institution/agency and Board strategic plans:

Goal 1.3

Description:

Goal 1.3, as stated in the Idaho State Board of Education's Strategic Plan for 2009-2013, "to increase the availability of highly qualified teachers, especially in high need areas." In accordance with its role and mission statement approved by the State Board of Education, LCSC's primary emphasis areas are business, criminal justice, nursing, social work, **teacher preparation**, and professional-technical education.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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The State Board directs LCSC to maintain basic strengths in the liberal arts and sciences, which provide the core (general education) portion of the curriculum.

Other assigned emphasis areas are ***the provision of select programs offered on and off campus, at non-traditional times, using non-traditional means of delivery, to serve a diverse student body.***

The Pathways to Alternate Certification and Endorsement (PACE) Programs address all three goals by allowing individuals that are place-bound in rural and remote areas throughout Idaho to earn teacher certification through distance learning technologies.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Funding is requested to support personnel, OE and CO needs for expanding the Elementary and Secondary PACE programs. These are nationally recognized, unique, alternative certification programs that meet the needs of individuals and school districts throughout the state, particularly as districts struggle to meet the requirements for highly qualified teachers as specified in the No Child Left Behind legislation.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. See attached additional details
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. None
 - c. List any additional operating funds and capital items needed. See attached additional details
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The PACE Programs currently serve 157 candidates, 82 elementary and 75 secondary, in rural and remote districts throughout the state. If this request is not funded, we will not be able to expand the programs and limit access to this rapidly growing program.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Lewis-Clark State College

Additional Supporting Detail:

Teacher Education – PACE (Pathways to Alternative Certification and Endorsement Programs)

Personnel:

Full-time positions:

- 2 faculty positions (9 months)
- 1 instructional technology technician (12 months)

Other:

- Intern supervisor (part-time)
- Summer adjunct for elementary program (25 credits)
- Guaranteed per credit (\$1009) for on-line secondary summer courses

Documentation of need for faculty positions:

Courses Taught by Adjunct - Spring 2008/Fall 2008

Education	Credits	Reading	Credits	Special Education	Credits
ED 310.P60/2x	6	RE217.P60	3	SE 332.P60	3
ED 327.P60/2x	6	RE301.P60	3	SE 333.01/P60	6
ED 329.P60/2x	2	RE 303.P60	3	SE 407.01/2x	4
ED 435.P60	3	RE335.60	2	SE 407.P60/2x	4
ED 454.P60/2x	6	RE422.60/2x	6	SE 428.01/2x	2
ED 456:SS.01/P60	4	RE422.P60/2x	6	SE431.01/2x	2
ED 456: ENG/P60	2			SE 477.01/P60	4
Total credits	29		23		25

As our current PACE programs grow, we must offer on-line versions of classes on a more regular basis and because we do not have enough faculty to offer all the sections required, we rely on adjuncts to make up the difference. In our opinion we currently rely too heavily on adjuncts (see above chart) and, furthermore, it is becoming increasingly difficult to recruit adjuncts at the current rate of compensation.

PACE is a high-tech program that uses distance learning technologies to deliver instruction, so a computer technician to support students as they progress through the program is needed. This person will provide on-going support to PACE students for the efficient operation and use of computerized client information systems and resources, troubleshoot when systems are not working, tutor candidates in use of new instructional software, and instruct faculty on the use of new distance education products

Some adjunct faculty will continue to be needed to teach methods-specific coursework in the summer elementary program and serve as intern supervisors for secondary candidates so that full-time faculty are free to teach courses required for certification.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Salaries:

Full- time Positions	Salary	Fringe	Benefits
Assistant Professor #1	\$44,000	\$9,300 (@ 21.12%)	\$8,700
Assistant Professor #2	\$44,000	\$9,300 (@ 21.12%)	\$8,700
PACE technology assistant	\$32,000	\$7,000 (@ 21.90)	\$8,700
Total	\$ 120,000	\$ 25,600	\$ 26,100

Other Personnel	Salary	Fringe	Benefits
Intern supervisor	\$ 9,000	\$ 800 (@9.18%)	NA
Summer adjunct - 25 credits @ \$1009	\$25,200	\$ 2,300 (@9.18%)	NA
Guaranteed per credit (\$1009) for on-line summer secondary courses	\$10,000 (top-off for 20 credits after per student rate from Community Programs)	\$ 2,100 (@21.12%)	NA
Total	\$ 44,200	\$ 5,200	

Capital Outlay:

2 desks	\$ 1,000
2 fully-equipped computers w/monitors, cameras, software, etc.	\$ 8,000
Funds for on-going technology needs, i.e computers for summer instructional labs/ software updates, etc.	\$ 25,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Lewis-Clark State College

Agency No.: 511

FY 2010 Request

FUNCTION:

Function No.:

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ACTIVITY: **Biology Faculty**

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.03	Title: Biology Faculty			Priority Ranking 3 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2				2
PERSONNEL COSTS:					
1. Salaries	\$93,000				\$93,000
2. Benefits	\$37,100				\$37,100
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$130,200				\$130,200
OPERATING EXPENDITURES by summary object:					
1. Supplies	\$5,000				\$5,000
TOTAL OPERATING EXPENDITURES:	\$5,000				\$5,000
CAPITAL OUTLAY by summary object:					
1. Computers; office setup	\$10,000				\$10,000
TOTAL CAPITAL OUTLAY:	\$10,000				\$10,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$145,200				\$145,200

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This proposal requests two new positions in Biology for the Division of Natural Sciences at Lewis-Clark State College.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Assistant Professor of Biology: \$45,000 + health insurance & fringe; full time; 9 months tenure track; eligible for benefits; anticipated hire August 2009; teach 24 credit hours per year of critical pre-nursing biology and chemistry courses, advising, scholarship & service; other duties as assigned by the Division Chair.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Associate Professor of Biology: \$48,000 + health insurance & fringe; full time; 9 months tenure track; eligible for benefits; anticipated hire August 2009; teach 24 credit hours per year of critical pre-nursing biology and chemistry courses, advising, scholarship & service; other duties as assigned by the Division Chair.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
- c. List any additional operating funds and capital items needed.

Requested capital outlay and operating expenses include essential computing resources and setup of offices.

- 3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

Funding these two positions would allow us to increase the number of pre-Nursing and other allied health students served by our courses by 75 students.

- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This proposal serves the pre-Nursing, pre-Radiographic Technician and pre-Dental Hygiene programs at Lewis-Clark State College. These programs are currently experiencing rapid growth with the infusion of new resources and the new Nursing & Health Science facility. These positions will allow us to accommodate the increased enrollments in these programs by offering needed capacity in critical allied health courses including: Anatomy (BIOL 252), Physiology (BIOL 253), Microbiology (BIOL 250), General/Organic/Biochemistry for Health Sciences (CHEM 105), Nursing Genetics (ID 307) and Pathophysiology (BIOL 312).

The Assistant Professor of Biology position represents much needed new capacity for programs both in the Health Sciences and in Natural Science.

The Associate Professor of Biology has been funded on the NIH-INBRE grant for the past four years and the incumbent faculty member currently delivers key pre-nursing courses as well as online General Education Core laboratory science which serves rural students located at distant sites. This grant funding expires in April 30, 2009 and retention of this position is necessary.

- 5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: College and Universities

Agency No.: 510

FY 2010 Request

FUNCTION: System-wide Needs

Function No.: 01

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

HERC-Increase to Infrastructure					
A: Decision Unit No:	Title: Funds			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1.					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	500,000				500,000
LUMP SUM:					
GRAND TOTAL					

How connected to institution/agency and Board strategic plans:

Goal I.8. Foster an academic environment that encourages and enables cooperative (public/private partnerships) efforts to engage in relevant research.

The additional funding to the Higher Education Research Council's base will increase the amount distributed to the four-year institutions through HERC's Infrastructure program. This program allows institutions to enhance their research infrastructure such as basic facilities, equipment, and services needed to support research and scholarly activities funded by external sources.

Performance Measure:

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Enhanced research infrastructure and competitiveness at Idaho's public postsecondary institutions.

Benchmark:

Research infrastructure funding per faculty FTE is equivalent to peer institutions.

Description:

Each year the Higher Education Research Council (HERC) designates \$500,000 to their Infrastructure program and is distributed among Idaho's four-year public institutions based on a percentage formula. An increase to HERC's funding will add to the amount available in the Infrastructure program for institutions to support their research infrastructure which will enhance research competitiveness and pay for more equipment, library books, periodicals, graduate research assistantships, and staff support. The HERC programs are administered by the Board of Education's Academic Program Specialist and would not incur additional time or resources to implement this request.

Questions:

5. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
6. What resources are necessary to implement this request?
 - d. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - e. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - f. List any additional operating funds and capital items needed.
7. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.
8. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
9. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Line Items: Community Colleges

Line Items for the Community Colleges are summarized on page 2.

The summary lists the page number where the detail, supporting documentation can be found for each Line Item.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Community Colleges
Fiscal Year 2010 Line Items
Grouped by College in Priority Order

			FTP	General
1	FY 2009 Appropriation		651.83	29,666,400
2				
3	Institution/Priority/Line Item	Detail Page		
4	College of Southern Idaho			
5	1 Maintenance/Infrastructure: Occupancy	3	1.65	291,300
6	2 New/Expanded Programs: Nursing Position	5	3.40	175,800
7	3 New/Expanded Programs: Rural Math Science	8	3.00	276,700
8	North Idaho College			
9	1 Effectiveness, competitiveness, efficiency: Upgrading Campus Technology to Minimum Standard	12		334,500
10	2 New/Expanded Programs: Dental Hygiene & Dental Assistant Program	16	2.50	605,100
11	3 New/Expanded Programs: Dual Enrollment IVC Improvement	19		320,000
12	4 New/Expanded Programs: eLearning Improvement	22	1.00	261,500
13	College of Western Idaho			
14	No items requested			
15	FY 2010 Total Line Items		11.55	2,264,900
16	Percentage of FY 2009 Appropriation		1.77%	7.63%

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: College of Southern Idaho

FUNCTION: Education

ACTIVITY:

Agency No.:

Function No.:

Activity No.:

FY 2010 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01	Title: Occupancy Cost (Half Year)			Priority Ranking 1 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.65				1.65
PERSONNEL COSTS:					
1. Salaries	33,000				33,000
2. Benefits	21,200				21,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	54,200				54,600
OPERATING EXPENDITURES by summary object:					
1. Custodial Supplies	3,600				3,600
2. Utilities	63,400				63,400
3. IT, Security, Safety, Insurance, etc.	35,100				35,100
TOTAL OPERATING EXPENDITURES:	102,100				102,100
CAPITAL OUTLAY by summary object:					
1. Building Maintenance – 1.5%	135,000				135,000
TOTAL CAPITAL OUTLAY:	135,000				135,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	291,300				291,300

How connected to institution/agency and Board strategic plans:

Board Goal Unknown

CSI Goal 1.2.5.4 Provide access to expertise and state of the art facilities.

2.3.11 Build and maintain facilities that support teaching and learning.

Performance Measure: Expanded programs and students in health science and human services and building utilization.

Description:

The request for occupancy cost is to fund the expenditures associated with the new health sciences and human services building for the last 6 months of 2010. The formula for the calculation of these costs is a standard format that has been approved by JFAC for higher education.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The operating costs associated with the completion of the new health science and human services building for 6 months of FY 2010 are being requested. The remaining 6 months will be funded in FY 2011. There is not funding in the base for this activity. We will be adding 3.3 FTE in the form of custodians for this 72,400 square foot building. Other maintenance services such as HVAC, grounds, security, technology and administration will be absorbed by existing staff.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The 3.3 FTE Custodians will be paid as salary at the minimum rate plus 20% as per DFM guidelines. Standard State of Idaho benefits will be provided. The anticipated date of hire will be January 1, 2010 with standard custodial job descriptions.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Specialized staff such as HVAC technicians, technology staff, security and grounds keepers will absorb the maintenance and operation into their workload. The occupancy formula provides funds for additional operating expenditures in these areas. We do not expect existing operations to be negatively impacted.

- c. List any additional operating funds and capital items needed.

The occupancy cost formula covers anticipated costs associated with operating the new facility.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

We anticipate the operational costs of this building to be funded by the general fund. Any grant funds would be utilized for specialized projects that would not impact the basic operating costs.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The students and staff of the College of Southern Idaho are the primary beneficiaries of this request. Ultimately, the residents of the Magic Valley and the state will benefit from the health care providers educated in this facility.

If the request is not funded, these funds will have to be raised through the cutting of expenditures in other areas to the extent possible and increasing tuition and fees to students.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This is our number one priority. It is critical that we have the necessary funds to operate the new building.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: College of Southern Idaho

FUNCTION: Education

ACTIVITY:

Agency No.:

Function No.:

Activity No.:

FY 2010 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.02		Title: Nursing Position Replacement			Priority Ranking 2 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.4				
PERSONNEL COSTS:					
1. Salaries	126,200				126,200
2. Benefits	49,600				49,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	175,800				175,800
OPERATING EXPENDITURES by summary object:					
1. Supplies	0				
2. Materials	0				
TOTAL OPERATING EXPENDITURES:	0				
CAPITAL OUTLAY by summary object:					
1. Equipment	0				
TOTAL CAPITAL OUTLAY:	0				
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	175,800				175,800

How connected to institution/agency and Board strategic plans:

Board Goal 2 Objective 6 – Increase student access to relevant 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.

CSI Goal 1.1.1 Provide convenient, affordable and equitable access to our programs, services and resources.

Performance Measure: Maintenance of the number of registered nursing graduates from CSI each year.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Description:

The request for 3.4 full time equivalent nursing faculty salaries and benefits is to continue to maintain faculty that have been previously funded with grant and community donated funds. Through this proposal, these faculty members will move to the general fund base for funding. This will allow us to continue to grow our nursing program and provide the proper staffing for our new health science and human services building.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The request is to provide funding for faculty members who have been funded through grants for the past three years. These positions are critical in maintaining the current level of nurses we graduate from CSI each year. In FY 2008, 109 registered nurses graduated from our two year CSI program.

There are currently 16.6 FTE in the nursing department funded in our general fund base.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

See Attached Spreadsheet

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

These positions are currently integrated into our nursing department. We do not expect existing operations to be negatively impacted.

- c. List any additional operating funds and capital items needed.

No additional funding other than salaries is needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

We will continue to utilize grant funds to the maximum extent possible. These faculty were funded on grants that have ended and we need to keep them in order to maintain our 109 registered nursing graduates each year.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The students and staff of the College of Southern Idaho are the primary beneficiaries of this request. Ultimately, the residents of the Magic Valley and the state will benefit from the health care providers educated in this facility.

If the request is not funded, we will be faced with the reallocation of resources or the loss of these individuals as faculty. At a time when nursing and health care providers are critically needed, it does not make good economic sense to reduce our program numbers.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This is our number two priority. It was not a priority last year due to the availability of grants and community donated funds to cover the costs of these individuals salary.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: College of Southern Idaho

FUNCTION: Education

ACTIVITY:

Agency No.:

Function No.:

Activity No.:

FY 2010 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.03		Title: Rural Math/Science Dual Credit			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.0				
PERSONNEL COSTS:					
1. Salaries	111,000				126,200
2. Benefits	52,200				49,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	163,200				175,800
OPERATING EXPENDITURES by summary object:					
1. Travel by Faculty	10,000				10,000
2. Consultant Payments to School Districts	24,000				24,000
TOTAL OPERATING EXPENDITURES:	34,000				34,000
CAPITAL OUTLAY by summary object:					
1. Lab Equipment for 3 Labs	75,000				75,000
2. 3 Laptop Computers for Faculty	4,500				4,500
TOTAL CAPITAL OUTLAY:	79,500				79,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	276,700				276,700

How connected to institution/agency and Board strategic plans:

Board Goal 2 Objective 1 – Increase participation of secondary students in advanced opportunities programs for receiving postsecondary credits (Advanced Placement Courses, dual credit, Tech-Prep and International Baccalaurate).

Performance Measure: Number of schools/districts offering advanced opportunities in each program and the total number of students enrolled in each program.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

CSI Goal 1.1.3 Expand early awareness and pre-college outreach programs.

Performance Measure: Increase in school districts and number of students participating in dual credit course each year.

Description:

The request is for 3.0 full time equivalent instructional faculty salaries and benefits for the purpose of expanding dual credit offerings math and science in rural schools. The funding will be used to supplement existing high school resources in providing qualified, highly trained staff to teach both on site and internet based math and science to high school students.

Math courses offered would range from basic math to college algebra and calculus. The mission will be to prepare students to enter college with a solid foundation in math and, if they so choose, dual credits. Science courses will focus upon basic biology, physics and chemistry that will prepare the student for college level classes including laboratory classes.

This pilot program will be offered to approximately eight small rural schools who are in need of this type of program. The three faculty will provide instruction on site to each school at various times during the semester and provide a variety of instructional methods in course delivery. Individual education plans will be prepared for each student and cohort learning groups established to the extent possible. We are also requesting funds to pay school districts for the monitoring of students, assistance with plan development and assistance with student achievement.

Equipment will have to be purchased for each high school offering science courses in order to provide laboratory classes. Depending upon space available and existing facilities, this may involve upgrades or the developing of labs on or off site. The initial funding request is for the development of three labs at \$25,000 per lab for a total of \$75,000. Lap top computers for each of the faculty at an estimated cost of \$1,500 each are also needed.

Travel expenses of approximately \$10,000 are expected which include mileage and meals. Monitoring payments to districts are estimated at \$3,000 per year for a total of \$24,000.

Increased high school graduation requirements in math and science make this proposal appealing to small rural schools. The year we estimate that up to 300 junior and senior high school students could participate in this pilot program.

Success will be measured in several ways. First, students will meet the math and science requirements for high school graduation. Second, more students will transition to non-remedial college programs. Third, students who complete the dual credit math and science courses will be better prepared for college programs and show greater retention, completion and graduation rates.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The request for faculty, travel funds and equipment is requested so that CSI can develop a pilot program to try to improve math and science offerings and student success rates in rural schools.

Staffing for dual credit courses is made up of part time high school teachers in mostly larger schools. CSI does not have funding for this type of pilot program in our base.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The faculty positions would be hired as close to July 1, 2009 as possible. This would allow them time prior to the start of the school year to develop curriculum, purchase equipment, make contacts with schools and plan for the implementation of the program.

Faculty salaries are estimated at our starting 9 month, master's degree level of \$36,000 plus standard State of Idaho employee benefits.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

We have some existing support for dual credit teachers and would utilize existing staff to work with this new program.

- c. List any additional operating funds and capital items needed.

Operating funds for travel in the amount of \$10,000 are anticipated. Payments to the eight school districts for monitoring of students and programs in the amount of \$3,000 per district total \$24,000.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

One time funding of \$75,000 for lab equipment and \$4,500 for lap top computers will be needed. If the pilot program is successful and if the program continues over a number years, both the lab equipment and lap tops will have to be replaced.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The students in these rural school districts are the primary beneficiaries of this request. As they are successful in the higher education facility of their choice, residents of the state of Idaho will benefit.

If the request is not funded, small rural school districts will continue to struggle in the preparation of their students for college level classes. The students will be faced with remedial classes in college solely due to their lack of exposure to college preparatory classes.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This is our number three priority. It was our number one priority last year and would have been our number one priority this year if we did not have occupancy costs for a new building coming on line and had a funding source for our existing nursing staff funded through grants and community funds.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Community College

FUNCTION: North Idaho College

ACTIVITY:

Agency No.: 506

Function No.: 120601

Activity No.:

FY 2010 Request

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Original Submission X or

Revision No.

A: Decision Unit No: 12.01		Title: Upgrading Campus Technology to Minimum Standard			Priority Ranking 1 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	0				0
2. Benefits	0				0
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	0				0
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY by summary object:					
1. Classroom equipment	334,500				
TOTAL CAPITAL OUTLAY:	334,500				
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	334,500				334,500

How connected to institution/agency and Board strategic plans:

SBOE Strategic Plan

Goal III: Efficiency – Deliver education, training, rehabilitation and information/research programs and services through the public education system in a manner which makes effective and efficient use of resources

NIC Strategic Plan Theme VII, Goal 2.

Advance the campus infrastructure with regards to technology and safety.

Performance Measure: Over two years, 81 classrooms will have presentation computers and equipment added and be brought to the campus standard.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Description:

North Idaho College has partially equipped 81 of 152 classrooms for media presentations using readily available technology like projectors, internet-attached computers, and audio / video players. Rooms have had lighting, screens and furniture added to make it easy for faculty and students to use the technology for teaching and learning.

While the processes and services to acquire and support the use of teaching technology have improved, there is still a lack of systematic equipping to protect the investments, lower operating costs and further improve use.

A “baseline” reset of the classroom technology is needed to bring all appropriate classrooms to the minimum campus standard. The following benefits would be achieved:

- 1. Provide the capability to use presentation technology in all classrooms where required.*
- 2. Improve facility efficiency by creating flexibility in assigning classrooms.*
- 3. Allow technology classrooms to begin a replacement funding rotation for equipment.*
- 4. Lower the per room cost to acquire expensive equipment.*
- 5. Lower the per room cost to support those using equipment.*

NIC is requesting funding for \$ 669,000 over a two-year span to equip all classrooms to the campus minimum standard.

Classrooms will be assessed against the standard classroom minimum. All items with useful life will continue to be used. Classrooms that will not be used for student or instructor presentations are marked “dry” and are not included in the total and will not be equipped or included in equipment rotations.

Note: Includes classrooms on the Coeur d’Alene campus, Post Falls Workforce Training Center, Ramsey Technical Building, and Shoshone, Bonner and Boundary county outreach centers. Excludes IVC rooms, UI rooms in Molstead, AEC in Coeur d’Alene and Welding Technology.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Model to fund NIC Classrooms to the "Baseline" Technology Standard

<i>Number of Classrooms</i>	<i>Description</i>	<i>Cost per Classroom</i>	<i>Extended total to equip all</i>
24	Classrooms that are "dry" (no technology) and will remain without	\$ -	\$ -
47	Classrooms that are currently at or above minimum standard	\$ -	\$ -
28	Classrooms that have nothing and need standardization	\$ 12,000	\$ 336,000
21	Classrooms that have 25% of items to be brought to standard	\$ 9,000	\$ 189,000
16	Classrooms that have 50% of items to be brought to standard	\$ 6,000	\$ 96,000
16	Classrooms that have 75% of items to be brought to standard	\$ 3,000	\$ 48,000
152	Total classrooms at North Idaho College (all locations)	(two year)	\$ 669,000

Questions:

1. What is being requested and why?

\$ 334,500 over 2 years for technology to increase teaching efficiency in 152 classrooms serving community college students in the five northern counties.

What is the agency staffing level for this activity and how much funding by source is in the base?

Existing staff will maintain equipment. Installation will be contracted with about 13% of the request for contractor assistance.

2. What resources are necessary to implement this request?

a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **None**

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **Instructional Technology Staff (3.0 FTE) will direct and maintain.**

c. List any additional operating funds and capital items needed. **Capital funds for the classroom equipment (projectors, internet-attached computers, audio/visual players, controllers, etc.).**

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **See form on page 1.**

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

North Idaho College students and the employers that depend on their education and training would be positively affected if funded. If not funded, these groups would be negatively affected. Over time, there would be a negative impact in retention of qualified faculty.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

See description on page 1 and 2. Request is based on modeling covering all college classroom locations.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Community College

FUNCTION: North Idaho College

ACTIVITY:

Agency No.: 506

Function No.: 120601

Activity No.:

FY 2010 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.02		Title: Dental Hygiene & Dental Assistant Program			Priority Ranking 2 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.50				
PERSONNEL COSTS:					
1. Salaries	108,593				108,593
2. Benefits	32,428				32,428
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	141,020				141,020
OPERATING EXPENDITURES by summary object:					
1. Travel	500				500
2. Staff Development	2,000				2,000
3. Supplies	5,000				5,000
4. Maintenance /Repair	14,000				14,000
5. Other	5,200				5,200
TOTAL OPERATING EXPENDITURES:	26,700				26,700
CAPITAL OUTLAY by summary object:					
1. Renovation of space	150,000				150,000
2. Eight Dental Stations	246,000				246,000
3. Radiography & Sterilization Equipment	41,350				41,350
TOTAL CAPITAL OUTLAY:	437,350				437,350
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	605,070				605,070

How connected to institution/agency and Board strategic plans:

State Board Goal 2.6. Increase student access to relevant medical education programs (nursing, physician assistant, health technicians, and physicians)

NIC Strategic Plan. Theme 1, Goal1:

Improve and expand educational opportunities, programs, and courses for the student population and community

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 19-20, 2008

Performance Measure: Once the program was established, 8-10 students could be accepted into the dental hygiene program every five semesters; and 8-10 students could be trained as dental assistants each year. Over 2,500 community members who are uninsured or underinsured could be assisted by the dental clinic each year.

Need for Dental Hygienists and Dental Assistants:

Dental hygienists and dental assistants are included on the *Fastest Growing Occupations in Idaho: 2004-2014* list provided by the Idaho Department of Commerce and Labor. The specific need in north Idaho was also established by CC Benefits Inc. and indicates that jobs for dental hygienists will have increased from 114 in 2005, to 142 in 2010; a 24.56% increase. For dental assistants, the jobs will increase from 270 in 2005, to 348 in 2010; a 28.9% increase. The predicted earnings for 2010 are \$29.28/hour for hygienists and \$13.85/hour for assistants.

In a recent needs survey conducted by North Idaho College's Health Professions and Nursing Division, 17 of the 25 dental facilities indicated they anticipated increasing the number of dental hygienists they employed within the next five years. Most of the facilities indicated one additional hygienist would be added; others indicated 1-3 additional dental hygienists would be added. The salaries reported by the dental facilities ranged from \$25/hour to \$37/hour.

Program Description:

The addition of a Dental Hygiene/Dental Assisting Program at North Idaho College will help provide dental hygienists and dental assistants to meet workforce needs in the five northern counties of Idaho. Students will have an opportunity to receive education in North Idaho and not have to travel out of state or eight hours in state to get Dental Hygiene education.

North Idaho College would work together with Dirne Clinic in Coeur d'Alene to find a central location to offer dental care for the uninsured and underserved members of the community. North Idaho College would partner with Dirne Clinic by utilizing the facility as a clinical site for nursing, medical assisting and a dental hygiene program. One-time funds for the dental clinic equipment and for part of the renovation cost of a location are being requested along with on-going funds for the personnel and program operation costs.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Funds to support a Dental Hygiene and Dental Assisting Program are being requested. Currently, the infrastructure to support the program is in place, that is, administrative support from our Professional Technical Education Division.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

One full-time faculty with benefits; one part-time faculty, non-benefited; one Professional Staff member - a dentist will have to be on site anytime students are working with clients. Benefits will be determined with contract negotiation. Date of hire will be based on program approval, anticipate Fall 2009.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The new program should not negatively impact any existing operation.

- c. List any additional operating funds and capital items needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

The startup budget would all be one-time funds and would total \$437,350. The annual operating budget of \$167,720 would be an ongoing cost.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The citizens of North Idaho are being served by this request.

Students will have an opportunity to receive education in North Idaho and not have to travel out of state or eight hours in state to get Dental Hygiene education.

Dental care for the underserved population of North Idaho will be provided in the clinic established by the education program

Dental health care providers will have a greater pool of employees available for hire.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

Attach supporting documentation sufficient to enable the Board, Division of Financial management, and the Legislative Budget Office to make an informed decision.

See attached budget pages for one-time, start-up costs and for ongoing costs.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Community College

FUNCTION: North Idaho College

ACTIVITY:

Agency No.: 506

Function No.: 120601

Activity No.:

FY 2010 Request

Page 1 of 3 pgs.

Original Submission X or

Revision No.

A: Decision Unit No: 12.03		Title: Dual Enrollment IVC Improvement			Priority Ranking 3 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0				
PERSONNEL COSTS:					
1. Part-time Salaries	52,200				52,200
2. Benefits	7,830				7,830
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	60,030				60,030
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. IVC systems - complete	105,000				105,000
2. IVC conversions / improvements	155,000				155,000
TOTAL CAPITAL OUTLAY:	260,000				260,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	320,030				320,030

How connected to institution/agency and Board strategic plans:

SBOE Strategic Plan:

Goal II: Access/ Objective 1 – Increase participation of secondary students in advanced opportunities programs for receiving postsecondary credits (Advanced Placement courses, dual credit, Tech-Prep, and International Baccalaureate)

NIC Strategic Plan: Theme 1, Goal 3, Obj. B

Develop an expanded schedule of transfer dual credit courses.

Performance Measure:

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Two (2) regional high schools and one (1) county outreach center will be equipped with Interactive Video Conferencing (IVC) equipment to enable dual-enrolled high-school students to take college credit courses. In addition, eight locations (including two high schools) will be brought to the campus system standard for IVC teaching.

Description:

North Idaho College requests funding to increase its ability to serve high school students wishing to begin college credit classes while attending high school. A current system exists and NIC wishes to both expand and modernize this capability to reach more students. Students interested and prepared to attend lack the time and transportation to reach sites currently delivering classes. IVC capabilities will bridge this gap and extend the talent of faculty across rural counties. It is estimated that 125 additional students would be served in the first year and 150 additional students in each year following the installation of this equipment.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Funding for new IVC classroom systems at Priest River H.S., Kootenai H.S., NIC Silver Valley Center is requested. Also, classroom control systems and IVC upgrades are being requested for three college classrooms in Coeur d'Alene as well as one each in Bonner, Shoshone and Boundary county Outreach Centers. High school IVC systems in Wallace and St. Maries will also be upgraded to IP communications to lower costs and extend utility.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

None

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing IVC engineer (1.0 FTE) will be assigned to manage these improvements.

- c. List any additional operating funds and capital items needed.

Circuit costs for IP communications will need commitment from the school districts and the college district.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

See form on Page 1.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

High school students in rural counties wishing to get an early start on college credit education while remaining enrolled in high school and completing their graduation requirements are the beneficiaries. Other high school activities may occasionally benefit from IVC activities.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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If unfunded, college participation will not be as great.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

IVC Standarization of IP Classroom Network & Requested Growth			
New IVC Classroom Requests		Growth	
Silver Valley Center - Rm 105	Needed: A complete AMX/VSX8000	\$35,000	
Kootenai Senior High School	Needed: A complete AMX/VSX8000	\$35,000	
Priest River High School	Needed: A complete AMX/VSX8000	\$35,000	
		Sub Total	\$105,000
Bringing Coeur d'Alene Campus Origination IVC Classrooms to Updated Standards		Complete Current Classroom	
Molstead 210	(FX system to AMX controlled VSX 8000 IVC System)	\$25,000	
Hedland 131	(VSX 4000 to AMX controlled VSX 8000 IVC System)	\$25,000	
Seider 101	(Add AMX control system to VSX 8000 IVC Classroom)	\$15,000	
		Sub Total	\$65,000
Center IVC Classroom Control Systems		Complete Current Classroom	
Ponderay Center	(Add AMX controls plus wireless microphone to IVC Classroom)	\$15,000	
Bonner Ferry Center	(Add AMX controls plus wireless microphone to IVC Classroom)	\$15,000	
Silver Valley Center - Rm 104	(Add monitors to complete IVC receive site Classroom)	\$10,000	
		Sub Total	\$40,000
Highschool IVC Conversion from ISDN to IP Network		Complete Current Classroom	
Wallace High School	(Upgrade V-Tel to AMX controlled VSX8000 IVC System)	\$25,000	
St. Maries High School	(Upgrade V-Tel to AMX controlled VSX8000 IVC System)	\$25,000	
		Sub Total	\$50,000
		*Total	\$260,000
* \$260,000 is needed to bring all Ivc classroom up to current "Baseline" configuration with the additional requested IVC locations.			

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AGENCY: Community College

FUNCTION: North Idaho College

ACTIVITY:

Agency No.: 506

Function No.: 120601

Activity No.:

FY 2010 Request

Page 1 of 3 pgs.

Original Submission X or

Revision No.

A: Decision Unit No: 12.04	Title: eLearning Improvement			Priority Ranking 4 of 4	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salary: eLearning Trainer	55,000				55,000
2. Benefits	16,500				16,500
TOTAL PERSONNEL COSTS:	71,500				71,500
OPERATING EXPENDITURES by summary object:					
1. Faculty stipends for curriculum development	140,000				140,000
2. Software licenses / training materials	50,000				50,000
TOTAL OPERATING EXPENDITURES:	190,000				190,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	261,500				261,500

How connected to institution/agency and Board strategic plans:

SBOE Strategic Plan:

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.

NIC Strategic Plan: Theme 1, Goal 2, Obj. A

Investigate and implement a web-based course delivery system and provide necessary training for instructors and students.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Performance Measure:

A trainer for online tools will be hired and will train NIC faculty on the Learning Management System (LMS) and related Web 2.0 tools.

Description:

North Idaho College requests funding for a trainer, stipends and learning materials to improve its online course delivery capabilities. Students expect courses available where they live and work. Employing Web 2.0 technologies and training faculty and staff to use them will have a fundamental impact on college culture. NIC must assure that opportunities for collaboration and involvement in College life be available with an individual's first contact with the College and continue through that individual's life. Facilitating these experiences today requires portals, wikis, blogs, ePortfolios, and various other learning and social networking tools. These tools require time, energy and trainer guidance for effective use.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The College seeks supplemental funds to license new Internet technologies and train the college community to use them. This request effects a new genre of communication and education referred to as *eLearning*. Students desire online education to be accessed more easily and more readily available.

The college currently staffs at 3.0 FTE to assist faculty in delivering online education. There is approximately \$ 190,000 in the base annually for the LMS and related tools.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Professional level communications trainer at full time, benefits eligible. Hire date: July 1, 2009 and employed ongoing.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing eLearning and IT staff will aid the new trainer. Training rooms will be supplied. The LMS and content management systems (including servers and disk space) will be utilized.

- c. List any additional operating funds and capital items needed.

Training materials	\$ 10,000
Software licenses	\$ 40,000
Stipends for faculty attending training	\$ 140,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
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3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

See above.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students, particularly those distant or unable to travel to class sites, will benefit. Employers will also benefit from the education as many of the students are employed. Web 2.0 technologies employed in courses will tap the new forms of enthusiasm toward learning of today's students. Faculty will develop these tools to enhance the College curriculum as evidenced by many best practices study findings. College staff will work more efficiently at keeping current information available to students.

If not funded, the college's inability to meet students expectations may result in a lower acceptance of higher education. Retention of key faculty who are aware of up-to-date learning tools and methods is at stake as well.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Line Items: Agricultural Research and Extension Service

Line Items for the Agricultural Research and Extension Service is summarized on the next page.

The detail, supporting documentation for this Line Item can be found on page 2.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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University of Idaho Ag Research and Extension
Fiscal Year 2010 Line Items
Grouped by Program in Priority Order

		FTP	General	Other Funds	Total
1	Program/Priority/Line Item				
2	Ag Research Extension				
3	FY 2009 Appropriation	372.99	28,249,200	50,000	28,299,200
4	1 Salary Enhancement 3		1,006,000		1,006,000
5	2 New/Expanded Programs: Idaho Center for Livestock and Environmental Studies 5		700,000		700,000
6	FY 2010 Total Line Items	-	\$ 1,706,000	\$ -	\$ 1,706,000
7	Percentage of FY 2009 Appropriation	0.00%	6.04%	0.00%	6.03%

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: University of Idaho Ag Research and Extension

Agency No.: 514

FY 2010 Request

FUNCTION:

Function No.:

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: CEC increase for faculty and staff			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	1,006,000				1,006,000
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	1,006,000				1,006,000
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,006,000				1,006,000

How connected to institution/agency and Board strategic plans: This request specifically addresses the *Organization, Culture, and Climate Goal* of the University of Idaho's strategic plan by enabling it to attract and retain excellent faculty and staff to carry out the other three goals of the plan which are: *Teaching and Learning, Scholarly and Creative Activity, and Outreach and Engagement.*

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Description:

According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2006, the most recent year published, comparing the University of Idaho with its seventeen peer institutions are:

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$54,340	\$59,555	\$ 65,426
Associate Professor	\$62,957	\$68,059	\$ 80,891
Professor	\$82,366	\$88,476	\$110,571

In terms of ranking, the University of Idaho ranked 13th, 14th, and 15th for associate professors, professors, and assistant professors respectively. Salary enhancements of 4% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and publish service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - c. List any additional operating funds and capital items needed.
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. ***This was requested in FY 2009.***

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Ag Research & Extension

FUNCTION: Ag Research & Extension

ACTIVITY:

Agency No.: 504

Function No.: 02

Activity No.:
00

FY 2010 Request

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Original Submission X or

Revision No. ____

Idaho Center for Livestock and Environmental Studies					
A: Decision Unit No: 12.02		Title: Environmental Studies		Priority Ranking 2 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	560,000				560,000
2. Benefits	140,000				140,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	700,000				700,000
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	700,000				700,000

How connected to institution/agency strategic plan:

Teaching and Learning Goal: Engage students in a transformational experience of discovery, understanding, and global citizenship.

Scholarly and Creative Activity Goal: Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.

Outreach and Engagement Goal: Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Description:

Background

The proposed Idaho Center for Livestock and Environmental Studies (ICLES) will be a premier educational and scientific organization and institution for livestock (dairy, beef and sheep) research and education, and will be recognized for environmental research and scholarly work related to confined animal feedlot operations. This facility will be self-sustaining with construction funded by state and federal government and private industry entities, and will support and promote the mission and purposes of the University of Idaho, conduct fundamental and applied research of broad interest to the livestock industry and the public, enhance the university's capabilities in environmental research, support the specialized educational, research and extension needs of the animal science programs, and lead the development of environmental standards for livestock operations in the United States.

Current Situation

The legislature passed S1498 which appropriated \$10 million of State funding for ICLES. In addition, changes were made in the Idaho Admissions Act allowing the University of Idaho to use resources from Morrill Act Endowment Lands for construction of this facility. The release of the funds to the State Board of Education then allowed the formal design process to begin along with consideration and acquisition of a building site. Positions to strengthen the University's capability in environmental and livestock research have been relocated from other locations in the state to Twin Falls/Kimberly. These include an Entomology Specialist and an Environmental Engineer. A soil specialist position has also been redirected to work in the area of soil/water quality.

Planned Activities

In order for this research facility to be successful, it is essential that research faculty and support staff commensurate with the capabilities of the new infrastructure, be located at ICLES to provide a critical disciplinary core to strengthen on-site research in livestock and environmental areas and to provide strong collaborative capabilities with University of Idaho, USDA-ARS and INL scientists located in Moscow and elsewhere throughout the state. The following positions are included in this request:

	<u>Salary & Benefits</u>
Dairy/Beef Management (faculty) – Nutrition (1 FTP)	\$137,500
Dairy/Beef Management (faculty) – Reproduction (1.0 FTP)	\$137,500
Research Veterinarian (faculty) – Animal Disease/Herd Health (1.0 FTP)	\$ 93,750
Technical Support – Soil & Water Chemistry (1 FTP)	\$ 56,250
Technical Support – Environmental Research (1 FTP)	\$ 56,250
Technical Support – Environmental Engineering (1 FTP)	\$ 56,250
Technical Support – Food Animal Research (1 FTP)	\$ 56,250
Technical Support – Food Animal Research (1 FTP)	\$ 56,250
Clerical Support – Office Coordinator (1 FTP)	<u>\$ 50,000</u>
Total	<u>\$700,000</u>

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Line Items: Special Programs

Line Items for the Special Programs are summarized on the next page.

The summary on pages 2 and 3 lists the page number where the detail, supporting documentation can be found for each Line Item.

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Special Programs Summary
Fiscal Year 2010 Line Items
Grouped by Program in Priority Order

		FTP	General	Other Funds	Total
	Program/Priority/Line Item	Detail Page			
1	Forest Utilization Research				
2	FY 2009 Appropriation		5.75	647,700	647,700
3	1 Salary Enhancement	4		15,000	15,000
4	2 New/Expanded Programs: Policy Analysis Enhancement	6	1.10	106,300	106,300
5	3 New/Expanded Programs: Expanded Programs	9	2.00	137,500	137,500
6	FY 2010 Total Line Items		3.10	243,800	243,800
7	Percentage of FY 2009 Appropriation		53.91%	37.64%	37.64%
8					
9	Idaho Geological Survey				
10	FY 2009 Appropriation		10.35	907,300	907,300
11	1 Salary Enhancement	12		35,000	35,000
12	2 New/Expanded Programs: Mission Capability Enhancement	14		155,000	155,000
13	3 New/Expanded Programs: Web-Site Redesign and Upgrade	16		13,000	13,000
14	FY 2010 Total Line Items			203,000	203,000
15	Percentage of FY 2009 Appropriation		0.00%	22.37%	22.37%
16					
17	Scholarships and Grants				
18	FY 2009 Appropriation			9,502,500	9,942,500
19	1 Promise A Scholarship Program	18		250,000	250,000
20	FY 2010 Total Line Items			250,000	250,000
21	Percentage of FY 2009 Appropriation			2.63%	2.51%
22				0.00%	
23	Idaho Museum of Natural History				
24	FY 2009 Appropriation		8.50	599,300	599,300
25	1 Maintenance/Infrastructure: Maintenance and Expansion of the Idaho Museum of Natural History	20	5.70	1,216,800	1,216,800
26	FY 2010 Total Line Items		5.70	1,216,800	1,216,800
27	Percentage of FY 2009 Appropriation		67.06%	203.04%	203.04%
28					

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Special Programs Summary
Fiscal Year 2010 Line Items
Grouped by Program in Priority Order

		FTP	General	Other Funds	Total
	Program/Priority/Line Item	Detail Page			
29	Idaho Small Business Development Centers				
30	FY 2009 Appropriation		6.80	324,100	324,100
31	1 New/Expanded Programs: Small Business	24		22,100	22,100
31	Energy Efficiency Program				
32	FY 2010 Total Line Items			22,100	22,100
33	Percentage of FY 2009 Appropriation		0.00%	6.82%	6.82%
34					
35	Idaho Council on Economic Education				
36	FY 2009 Appropriation			54,700	54,700
37	1 New/Expanded Programs: Economic & Financial	33		42,500	42,500
37	Education				
38	FY 2010 Total Line Items			42,500	42,500
39	Percentage of FY 2009 Appropriation			77.70%	77.70%
40					
41	Tech Help				
42	FY 2009 Appropriation		3.00	187,000	187,000
43	1 New/Expanded Programs: Growth and New	36	2.00	105,000	210,000
43	Product Development Initiative			105,000	
44	FY 2010 Total Line Items		2.00	105,000	210,000
45	Percentage of FY 2009 Appropriation		66.67%	56.15%	112.30%
46					

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AGENCY: Special Education Programs
FUNCTION: University of Idaho –
Forest Utilization Research

Agency No.: 516

FY 2010 Request

Function No.: 01

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Original Submission X or

Revision No. ____

ACTIVITY:

Activity No.:

A: Decision Unit No: 12.01		Title: CEC increase for faculty and staff		Priority Ranking 1 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	15,000				15,000
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	15,000				15,000
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	15,000				15,000

How connected to institution/agency and Board strategic plans: This request specifically addresses the *Organization, Culture, and Climate Goal* of the University of Idaho's strategic plan by enabling it to attract and retain excellent faculty and staff to carry out the other three goals of the plan which are: *Teaching and Learning, Scholarly and Creative Activity, and Outreach and Engagement.*

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

The University of Idaho is requesting a CEC increase for FY 2010 in the amount of 4%. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2006, the most recent year published, comparing the University of Idaho with its seventeen peer institutions are:

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$54,340	\$59,555	\$ 65,426
Associate Professor	\$62,957	\$68,059	\$ 80,891
Professor	\$82,366	\$88,476	\$110,571

In terms of ranking, the University of Idaho ranked 13th, 14th, and 15th for associate professors, professors, and assistant professors respectively. Salary enhancements of 4% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and publish service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - c. List any additional operating funds and capital items needed.
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. This was requested for FY 2009.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Special Education Programs

FUNCTION: Forest Utilization Research

ACTIVITY:

Agency No.: 516

Function No.: 01

Activity No.:

FY 2010 Request

Page 1 of 3 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.02	Title: Policy Analysis Enhancement			Priority Ranking 2 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.1				
PERSONNEL COSTS:					
1. Salaries	63,900				63,900
2. Benefits	22,365				22,365
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	86,265				86,265
OPERATING EXPENDITURES by summary object:					
1. Employee Travel Costs	7,500				7,500
2. Communication Services/Costs	4,000				4,000
3. Administrative Services	4,000				4,000
4. Specific use supplies	4,500				4,500
TOTAL OPERATING EXPENDITURES:	20,000				20,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	106,265				106,265

How connected to institution/agency and Board strategic plans:

Goal 3: This request specifically addresses the *Outreach and Engagement Goal* of the University of Idaho's strategic plan by addressing a range of interdisciplinary perspectives on natural resources issues of interest to the people of Idaho. This need is often expressed by natural resource leaders in the state who support the PAG's work by serving on the Advisory Committee. These individuals represent state and federal public agencies, environmental non-governmental organizations, and private firms and resource associations who all represent different natural resources management interests that will benefit from the enhanced interdisciplinary research this request will enable.

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Description:

The CNR Policy analysis Group was created in 1989 by the Idaho state legislature. The PAG identifies and analyzes scientific and institutional problems associated with natural resource policy issues. In keeping with its mandate the PAG develops, analyzes, and presents several alternative policy options without recommending any particular one. According to the mandate, "Individual projects and analyses will be conducted by the group's staff or members of the college's faculty, or by scientists from other educational institutions or research entities as appropriate [and] must adhere to the highest professional and scientific standards for objective, scientific research."

Interdisciplinary research is growing dramatically at the University of Idaho. This type of research integrates policy and law with the biological and physical sciences to solve real natural resource management problems. This has increased the demand for policy analysis in many of our research projects, providing additional opportunities for the PAG to have an impact on important natural resource issues. The PAG must provide funding support for a broader array of faculty to contribute to the PAG's mission. To ensure that PAG makes contributions to the increasingly complex natural resource management issues of our day, we are requesting \$106,265 to fund additional faculty contributions to policy analysis. The personnel costs represent partial faculty appointments that will total approximately \$63,900 and the associated fringe benefits. Operating expenses of \$20,000 are also requested.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Forest resource utilization contributes significantly to the economic well being of Idaho. A variety of land-use planning and environmental laws and policies affect what landowners can and cannot do with their lands and this affects how natural resources are utilized.

The CNR Policy Analysis Group was created in 1989 by the Idaho state legislature (see Idaho Code § 37-714). The PAG identifies and analyzes scientific and institutional problems associated with natural resource policy issues. In keeping with its mandate the PAG develops, analyzes, and presents several alternative policy options without recommending any particular one. According to the mandate, "Individual projects and analyses will be conducted by the group's staff or members of the college's faculty, or by scientists from other educational institutions or research entities as appropriate [and] must adhere to the highest professional and scientific standards for objective, scientific research."

2. What resources are necessary to implement this request?

Interdisciplinary research is growing dramatically at the University of Idaho. This type of research integrates policy and law with the biological and physical sciences to solve real natural resource management problems. This has increased the demand for policy analysis in many of our research projects, providing additional opportunities for the PAG to have an impact on important natural resource issues. The PAG must provide funding support for a broader array of faculty to contribute to the PAG's mission. To ensure that PAG makes contributions to the increasingly complex natural resource management issues of our day, we are requesting \$106,265 to fund additional faculty contributions to policy analysis. The

BUSINESS AFFAIRS AND HUMAN RESOURCES
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personnel costs represent partial faculty appointments that will total approximately \$63,900 and the associated fringe benefits. Operating expenses of \$20,000 are also requested.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Special Education Programs

FUNCTION: Forest Utilization Research

ACTIVITY:

Agency No.: 516

Function No.: 01

Activity No.:

FY 2010 Request

Page 1 of 3 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.03	Title: Expanded Programs			Priority Ranking 3 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.0				
PERSONNEL COSTS:					
1. Salaries	80,000				80,000
2. Benefits	36,000				36,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	116,000				116,000
OPERATING EXPENDITURES by summary object:					
1. Employee Travel Costs	7,500				7,500
2. Communication Services/Costs	5,000				5,000
3. Administrative Services	5,000				5,000
4. Specific use supplies	4,000				4,000
TOTAL OPERATING EXPENDITURES:	21,500				21,500
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	137,500				137,500

How connected to institution/agency and Board strategic plans:

Goal 3: This request specifically addresses the *Outreach and Engagement Goal* of the University of Idaho's strategic plan by fostering local economic development and by contributing to the nation's energy self-sufficiency and security. In addition it addresses the *Teaching and Learning Goal* by giving students hands-on training and preparing them to be competitive in a global forest products economy.

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Description:

Forest resource utilization contributes significantly to the economic well being of Idaho. To remain competitive, the industry needs to increase the value of forest resources by enhanced utilization. The goal is to increase the competitive advantage of Idaho's forest products industry, foster local economic development and reduce forest fire risk through research programs that will improve yield and utilize low grade trees and forest biomass for use in value added products by:

- Development of non-destructive analysis tools to grade trees and logs in order to improve yield and value in structural applications
- Create bio-fuels and wood based composites from forest residues

This will be accomplished through research, demonstration and hands-on training of student at the UI forest products laboratory.

The funding request in the decision unit will:

- Enable the university to address the growing need to prepare graduates with a level of skills and knowledge that equips Idaho and its citizens to be competitive in a global forest products economy
- Maintain specialized accreditation in Forest Products which is in line with the University's mission
- Reduce risk of wildfires through utilization of forest woody fuels
- Contribute to the nation's energy self-sufficiency and security

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Forest resource utilization contributes significantly to the economic well being of Idaho. To remain competitive, the industry needs to increase the value of the forest resource by enhanced utilization. The goal is to increase the competitive advantage of Idaho's forest products industry. Foster local economic development and reduce forest fire risk through research programs that will improve yield and utilize low grade trees and forest biomass for use in value added products by:

- *Development of non-destructive analysis tools to grade trees and logs in order to improve yield and value in structural applications,*
- *Create bio-fuels and wood based composites from forest residues,*
- *This will be accomplished through research, demonstration and hands-on training of students at the UI forest products laboratory.*

2. What resources are necessary to implement this request?

Positions requested include a bio-materials research specialist and a bio-materials research analyst. Both positions would have starting salaries of approximately \$40,000. Related operating expenses of \$21,500 are also requested.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.)

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This request is for on-going funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The funding requested in this decision unit will: 1) enable the university to address the growing need to prepare graduates with a level of skills and knowledge that equips Idaho and its citizens to be competitive in a global forest products economy; 2) maintain specialized accreditation in Forest Products which is in line with the University's mission; (3) reduce risk of wildfires through utilization of forest woody fuels; and 4) contribute to the nation's energy self-sufficiency and security.

Expected performance includes:

- Increase in undergraduate student research projects, graduate student research projects, scientist exchange programs, and industry based projects in bio-fuels, wood composites, resource assessment and forest utilization with in the Forest Products program;*
 - The outputs will be at least 3 technical presentations per year, 1 thesis/dissertation per year, 2 published papers per year, creation of a website for outreach and technical assistance for private and public landowners.*
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Special Education Programs
FUNCTION: University of Idaho –
Geological Service

Agency No.: 516

FY 2010 Request

Function No.: 02

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.01		Title: CEC increase for faculty and staff		Priority Ranking 1 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	35,000				35,000
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	35,000				35,000
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	35,000				35,000

How connected to institution/agency and Board strategic plans: This request specifically addresses the *Organization, Culture, and Climate Goal* of the University of Idaho's strategic plan by enabling it to attract and retain excellent faculty and staff to carry out the other three goals of the plan which are: *Teaching and Learning, Scholarly and Creative Activity, and Outreach and Engagement.*

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

The University of Idaho is requesting a CEC increase for FY 2010 in the amount of 4%. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2006, the most recent year published, comparing the University of Idaho with its seventeen peer institutions are:

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$54,340	\$59,555	\$ 65,426
Associate Professor	\$62,957	\$68,059	\$ 80,891
Professor	\$82,366	\$88,476	\$110,571

In terms of ranking, the University of Idaho ranked 13th, 14th, and 15th for associate professors, professors, and assistant professors respectively. Salary enhancements of 4% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and publish service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - c. List any additional operating funds and capital items needed.
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. ***This was requested in FY 2009.***

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Special Education Programs

Agency No.: 516

FY 2010 Request

FUNCTION: Idaho Geological Survey

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.02	Title: Mission Capability Enhancement			Priority Ranking 2 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				
PERSONNEL COSTS:					
1. Salaries	70,000				70,000
2. Benefits	30,000				30,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	100,000				100,000
OPERATING EXPENDITURES					
1. Travel for research and outreach	25,000				25,000
2. Maintenance of Web site for delivery of geologic information	5,000				5,000
3. Office operations	25,000				25,000
TOTAL OPERATING EXPENDITURES:	55,000				55,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:	0.00				0.00
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	155,000				155,000

How connected to institution/agency and Board strategic plans:

Goals: Access and Quality.

Broadly and intensively communicate the activity and impact of the University's engagement with society.

Invest in field work and outreach as a means of contributing to learning and the land-grant responsibilities of the University.

Enhance scholarly modes of discovery, application and integration that address issues of importance to the citizens, government, economy, and environment in the state of Idaho.

Build strategic educational, research, and/or technological transfer activities regionally, nationally, and abroad.

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Strengthen programs that encompass cultural, economic, legal, scientific, policy, environmental, and/or international dimensions.

Description:

Fund capability of IGS to respond to Idaho's growing demand for geologic information. Enhance the state's benefits and outcomes from the Idaho Geological Survey's main office in Moscow and branch offices in Boise and Pocatello. Funds personnel costs and operating expenditures for state-mission applied research and delivery of geologic information (geology for growth corridors, highway routes, mining geology and mines, geologic hazards, groundwater protection, and aquifer modeling).

Performance Measures:

- Agency research faculty total compensation as a percent of peers
- Externally funded grant and contract dollars
- Number of Published Reports on Geology/Hydrology/Hazards/Mineral Resources
- Cumulative percent of Idaho's area covered by modern geologic mapping

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AGENCY: Special Education Programs

Agency No.: 516

FY 2010 Request

FUNCTION: Idaho Geological Survey

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.03		Title: Web-Site Redesign and Upgrade		Priority Ranking 3 of 3	
DESCRIPTION	General**	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	0				0
2. Benefits	0				0
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	0				0
OPERATING EXPENDITURES					
1. Services contract	10,000				10,000
TOTAL OPERATING EXPENDITURES:	10,000				10,000
CAPITAL OUTLAY by summary object:					
1. Web-server computer	3,000				3,000
TOTAL CAPITAL OUTLAY:	3,000				3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	13,000				13,000

****One-time funds**

How connected to institution/agency and Board strategic plans:

Goals: Access, Quality, and Efficiency

Broadly and intensively communicate the activity and impact of the University's engagement with society.

Strengthen delivery capacity, collections and technological innovation to improve access to information sources.

Establish, renew, remodel, and reallocate facilities that encourage collaborative interdisciplinary inquiry and provide access to information resources and innovative technologies.

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Build strategic educational, research, and/or technological transfer activities regionally, nationally, and abroad.

Description:

The Idaho Geologic Survey's Web-site needs a redesign and upgrade, including shopping-cart services. The Survey's Web site has become the primary delivery system for all geologic information produced and provided by the Survey. Client demand for Internet products and information is outpacing the current configuration of the Survey's Web site. The outcomes of the Survey's grants and contracts, valued at about \$1.2 million in FY2007, depend on the services of the Survey's Web site. The requested funds will pay for design services, equipment upgrades, and the capability for shopping-cart, or "e-commerce" services.

Performance Measures:

- Number of Website Products used
- Number of Published Reports on Geology/Hydrology/Hazards/Mineral Resources

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AGENCY: Special Education Programs

Agency No.: 516

FY 2010 Request

FUNCTION: Scholarships & Grants

Function No.: 03

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.01		Title: Promise A Scholarships			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Scholarships	250,000				250,000
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	250,000				250,000

How connected to institution/agency and Board strategic plans:

Goal II 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.

Objective 3

Increase access to postsecondary education by improving student's ability to pay for educational costs..

Idaho Robert R. Lee Promise Scholarship – Category A: Provides approximately 110 renewable scholarships each year to outstanding Idaho high school seniors who plan to pursue postsecondary academic or professional-technical studies at one of Idaho's public or private institutions of higher education. Awardees are selected on the basis of unweighted GPA and

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ACT scores. The award amount is \$3,000 per year, renewable up to four years for academic programs or for the term of the professional-technical program (up to three years). For the 2008-2009 academic year, 25 new scholarships were awarded to freshmen. In total, 110 recipients will receive an annual award of \$3,000. The budget request for FY09 includes a substantial increase to Idaho's primer merit aid program. During the past application cycle, there were 192 freshmen applicants (an increase of 58 over FY08) who met or exceeded scholarship criteria. After awarding 25 new scholarships and subtracting 8 applicants who declined the scholarship, there were still 159 qualified applicants (compared to 83 in FY08) that did not receive a scholarship. The Idaho Code allows for a total of no greater than 400 and no more than 100 new awards a year. This request of \$250,000 of General Funds will allow the state to award 83 additional Promise Category A scholarships or a total of 193 awards per year. This is a 75% increase over current funding. This is requested due to the fact that for the past several years, we have had many qualified applicants who were not funded for the Promise A scholarship.

Performance Measure: The increase in funding will allow for more qualified Idaho seniors to enroll in Idaho postsecondary institutions.

Questions:

1. What is being requested and why? **Additional funds for Idaho Promise A scholarships.** What is the agency staffing level for this activity and how much funding by source is in the base?
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **N/A**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **N/A**
 - c. List any additional operating funds and capital items needed. **N/A**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **General Funds**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **Those affected by this program are Idaho Post-Secondary students and their parents. By funding this request, more highly qualified Idaho students will be able to attend Idaho universities and colleges.**

If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This request has been in the Board's Budget for both the FY07 and FY08 fiscal years.**

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AGENCY: Special Education Programs
FUNCTION: ISU - Idaho Museum of
Natural History

Agency No.: 516

FY 2010 Request

Function No.: 04

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Original Submission X or

Revision No.

ACTIVITY:

Activity No.:

Maintenance and Expansion of the					
A: Decision Unit No: 12	Title: Idaho Museum of Natural History				Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5.7				5.7
PERSONNEL COSTS:					
1. Salaries	374,013				374,013
2. Benefits	116,101				116,101
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	490,114				490,114
OPERATING EXPENDITURES by summary object:					
1. Travel	15,000				15,000
2. Materials & Supplies	60,000				60,000
TOTAL OPERATING EXPENDITURES	75,000				75,000
CAPITAL OUTLAY by summary object:					
1. Equipment and exhibit planning and preparation	651,690				651,690
TOTAL CAPITAL OUTLAY:	651,690				651,690
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,216,804				1,216,804

How connected to institution/agency and Board strategic plans:

The Idaho Museum of Natural History actively nurtures an understanding of and delight in Idaho's natural and cultural heritage. As the official state museum of natural history, it acquires, preserves, studies, researches, interprets and displays natural and cultural objects for Idaho residents, visitors and the world's community of students and scholars. The IMNH is the state's official museum of natural history and a significant investment in its future is needed to support the mission of continuing to serving the state and caring for its extensive collections. IMNH efforts further the following goals, as articulated in both the ISU and SBOE current strategic plans:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

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Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

IMNH holds collections in three different areas – Anthropology, Earth Sciences, and Life Sciences – that cover the local natural and cultural heritage of Idaho and the Northern Intermountain West. Ensuring that the museum achieves reaccreditation in 2009 and its stated mission and goals will require that several collections management and curatorial positions be expanded or created. In addition, to think and act strategically, to conduct research, to acquire, to develop and to care for its collections the museum requires resources in a number of other key areas, including materials and supplies, travel, communications, and additional square footage.

This line item budget request includes ongoing funding in the amount of \$396,135 to support curatorial and collections managers in the Idaho Museum of Natural History. Curators are the backbone of the research, grant, and collections' growth effort assisting the museum when they have adequate time and assistance. The current .10 FTE curator positions are inadequate. Ideally, IMNH should have at least one curator working half-time or more for every collection/research area. This is currently not the case. Collections managers have special training and knowledge in order to oversee the day-to-day care of the collections, under the supervision of curators. This request includes funding for these positions, as detailed below.

	Salary	Benefits	FTE
Life Sciences Collections Manager	19,535	4,920	.5 FTE
Earth Sciences Collections Manager	19,535	4,920	1 (from .5)*
Anthropology Collections Manager	19,535	4,920	1 (from .5)**
Curator Botany/Herbarium	31,200	7,859	.5 FTE
Curator Anthropology	31,200	7,859	.5 FTE
Curator Mammalogy	31,200	7,859	.5 (from .1)
Curator Ornithology	29,120	7,335	.5 (from .1)
Curator Herpetology	29,120	7,335	.5 (from .1)
Curator Geology	29,120	7,335	.5 FTE
Research Assistants/Graduate Students			
Anthropology, Earth Science, Life Science, Library, Herbarium, Education (\$16,038/each)	\$96,228		
TOTAL	\$396,135		

This request also includes ongoing funding for \$167,000 for other administrative staff, irregular staff, and the following operating expenditures: travel to support professional development and program delivery throughout the state, materials and supplies to support curation, collections, and communications (\$75,000). Personnel related costs include (\$15,000) for irregular staff

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

including: work study student assistance and part-time curatorial support in the herbarium, and library. It also includes a clerical assistant for the museum office (\$20,000) where there is currently no secretary other than students and volunteers. To provide accurate and consistent cataloging for the collection and archival material the .5 FTE registrar needs to be full-time and the addition of a .5 FTE graphic artist to assist in the development of exhibits (\$38,980) is needed. Funding these positions would allow the current marketing manager to assume responsibilities for fund raising and development activities and would help IMNH achieve its goal of generating 30% of the museum's budget from private gifts and external funding sources. Lastly, the request includes a .5 Data Base Administrator to improve the web based virtual museum activities and e-store now on line (\$20,000). Expanding the museum's web store would allow for needed improvements to revenue-generating activities and will contribute to the goal of self-sustainability in the store.

This request also includes one-time capital outlay funding in the amount of \$651,690 to support IMNH in its efforts to continue collecting and preserving natural history specimens and related research documentation. The equipment and supplies listed are critical for appropriate storage and processing. Security is minimal, limited to simple key access. Remodeling the warehouse is important for the preservation and care of specimens. Irreplaceable specimens worth millions of dollars and the mission statement of the IMNH obligate us to take proper care of the collections. The capital outlay funding is detailed below.

IMNH Capital Outlay/Capital Maintenance Requests

— Surveillance Cameras, motion detectors, control panels, Key pads for motion detectors for museum galleries and collections areas. Key coded door locks for offices and galleries	\$12,500
— Earth Science Collection – 1700 specimen drawers @\$60 each — Anthropology, Earth Science and Registrar Melink Locking letter sized 4-drawyer fire files	\$102,000
10 cabinets @ \$1200 each	\$12,000
— Steel Fixture – specimen cabinets for Earth Science 10 cases with hinges mixed @ \$613 unit cost	\$6,130
— Mayline steel map cabinet	\$15,000
— Remodel museum warehouse, including the addition of a cement floor and shelving; improve and stabilize HVAC in warehouse	\$110,000
— Computer and software for cataloguing specimens In the herbarium.	\$4,300
— Improve and stabilize HVAC in herbarium and in ornithology and mammalogy collections areas on the 4th floor of museum	\$47,000
— Make structural changes to exhibit galleries	\$17,760
— Articulate and display several ice age animal specimens for gallery expansion including a dire wolf, bison, saber-tooth cat, ground sloth, mammoth, and an American Lion	\$150,000
— Funding to recover, preserve, research and exhibit newly discovered Mesozoic Trackways – the museum has a world-class collection of footprints preserved in rocks which include the earliest record of Theropod dinosaurs in the region that need to be protected, displayed, and studied	\$75,000
— Upgraded equipment for environmental monitoring	\$5,000

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for all museum spaces

— Develop a long range plan for IMNH space needs, \$95,000
for exhibits and for collections storage. Include concept
drawings and exhibit plans.

Total: \$651,690

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **See above. The request is for ongoing addition to the base, as well as one-time appropriations.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See above.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
 - c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **See above. Request is for \$651,690 in one-time funding and \$565,114 in ongoing funding.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This is a new request for ongoing and one-time appropriated funding.**

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AGENCY: Special Education Programs
FUNCTION: Small Business
Development Center

Agency No.: 516

FY 2010 Request

Function No.: 05

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Original Submission X or

Revision No.

ACTIVITY:

Activity No.:

Small Business Energy Efficiency					
A: Decision Unit No: 12.01	Title: Program			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0				
PERSONNEL COSTS:					
1. Salaries – Student Salaries	19,200				19,200
2. Benefits	1,920				1,920
TOTAL PERSONNEL COSTS:	21,120				21,120
OPERATING EXPENDITURES by summary object:					
1. Travel	1,000				1,000
TOTAL OPERATING EXPENDITURES:	22,120				22,120
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	22,120				22,120

How connected to institution/agency and Board strategic plans:

Goal I & III: Efficiency – Deliver quality 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.

Description: The Idaho Small Business Development Center (Idaho SBDC), in conjunction with other departments at Boise State University, will develop a turnkey energy assessment program to encourage small businesses to implement energy efficiency changes.

The goal of this program is to achieve cost-effective immediate and persistent peak energy and demand savings. The program will employ two strategies to meet this goal: 1) training and education, and 2) energy efficiency assessments and retrofits. This program would train college students majoring in engineering, business, environmental health and other disciplines

BUSINESS AFFAIRS AND HUMAN RESOURCES
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to conduct energy assessments, identify areas where a business can conserve energy and follow-up with businesses to measure results.

Questions:

1. What is being requested and why? *We are requesting \$22,120 in general funds to hire college interns to help businesses determine where energy savings could be found in their business. What is the agency staffing level for this activity and how much funding by source is in the base? This program will be managed with existing resources in the Center.*
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. *Up to 20 interns would be hired to conduct the energy assessments. The interns would be non-benefit temporary employees for a semester.*
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. *None to minimal.*
 - c. List any additional operating funds and capital items needed. *The only operating funds that are needed are for intern travel.*
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. *This is a pilot program thus a request for one-time funds. The program will be assessed prior to requesting on-going funds.*
4. Who is being served by this request and what are the expected impacts of the funding requested? *This program will provide our university students with a real-world experience in applying energy conservation principles. Small businesses will benefit by reducing the energy costs and increasing their bottom line. If this request is not funded who and what are impacted? Students and small business owners would not receive this service.*
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. *Given the current funding environment, it appears that a smaller, one-time request is most appropriate.*

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.



**SMALL BUSINESS
ENERGY EFFICIENCY PROGRAM**

Draft Proposal

The Idaho Small Business Development Center (Idaho SBDC), in conjunction with other departments at Boise State University, will develop a turnkey energy assessment program to encourage small businesses to implement energy efficiency changes.

GOAL

The goal of this program is to achieve cost-effective immediate and persistent peak energy and demand savings. The program will employ two strategies to meet this goal: 1) training and education, and 2) energy efficiency assessments and retrofits. This program would train college students majoring in engineering, business, environmental health and other disciplines to conduct energy assessments, identify areas where a business can conserve energy and follow-up with businesses to measure results.

OBJECTIVES

The objectives of the program are as follows:

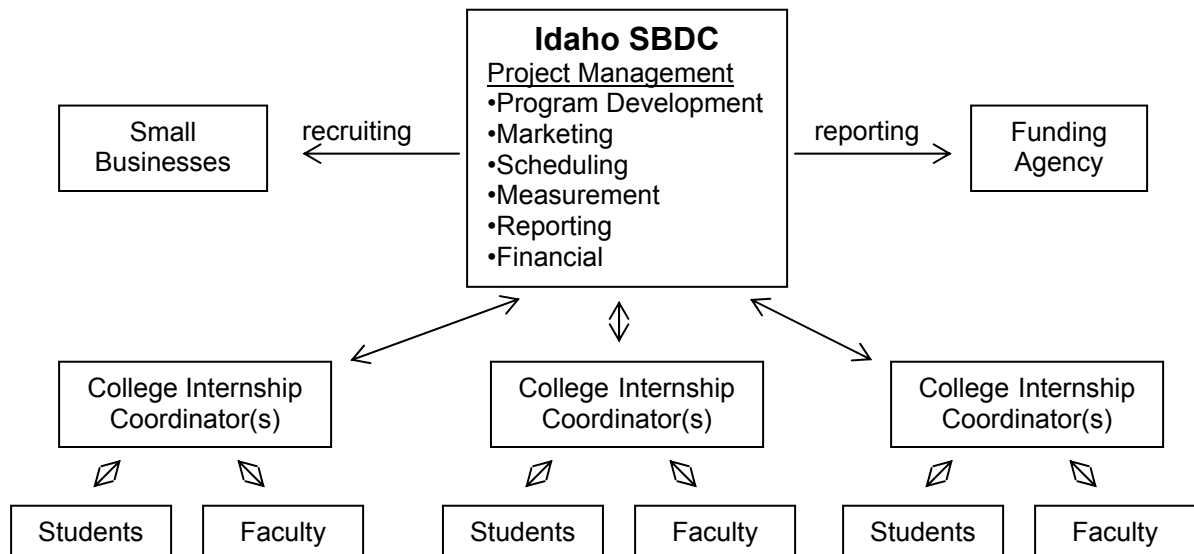
- Recognize and address the energy conservation needs of small business customers.
- Assist small business customers with implementation of energy efficiency measures including applying for energy efficiency incentives offered by utility companies
- Improve profitability of small business customers through reduced energy related costs.
- Increase customer awareness of energy efficient business practices including improvements in operations and maintenance methods.
- Provide student learning opportunities that introduce new processes, skills and technologies.
- Demonstrate, showcase and model practical uses and benefits of energy efficiency and sustainability practices, processes and technologies to higher education, local businesses, government, communities and decision-makers.
- Provide evidence of financial, social and environmental benefits delivered by energy efficiency and sustainability programs.

SCOPE OF WORK

1. Organization and Responsibility

The Idaho SBDC has over 18 years assisting small businesses and is one of the top five performing SBDC's in the country. The organization helps small businesses start and grow through no-cost individualized consulting and affordable training. The Idaho SBDC has 6 offices, each with certified business consultants and also has a full-time environmental coordinator. The organization is experienced in developing and delivering new programs.

The Idaho SBDC will serve as the project manager to develop, market, deliver, and report on the program and manage the budget. The organization will coordinate with various colleges through the internship coordinators and provide support to the participating faculty through student training coordination, scheduling assessments, tracking progress, and reviewing reports.



A number of individuals have been contacted and expressed interest in participating in the project and have provided input and feedback on this proposal. The list of these individuals and their responsibilities can be found in Attachment A.

2. Schedule and Budget

Schedule

It is estimated that program development will take a minimum of two months. Ideally, agreements and funding for the program would be in place by October 1, 2008 in order for program implementation to begin spring semester of 2009.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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As depicted in the chart below, program development would occur during fall semester 2008. This includes activities described in the Program Development section below.

ACTIVITY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1. Program Development															
Program guidelines	X														
Marketing Plan	X	X													
Curriculum Development	X	X	X												
Implementation Plan		X	X												
Faculty recruitment		X	X					X	X					X	X
Student recruitment	X	X	X				X	X	X				X	X	X
2. Program Delivery															
Student training				X	X						X	X			
Assessments					X	X	X					X	X	X	
Report writing					X	X	X					X	X	X	
SBDC review					X	X	X					X	X	X	
Report delivery						X	X	X					X	X	X
Follow-up						X	X	X					X	X	X
Final paper complete								X							X
3. Measurement and Reporting															
Develop metrics	X	X	X												
Collect results				X	X	X	X	X				X	X	X	X
Report to funding partner								X							X

A key component of this program is using student interns to conduct energy assessments. Junior or senior level students will register for a 3 credit internship during the semester they participate in the program. The internship will consist of:

- ♦ initial intensive classroom training including “practice” on-site assessments,
- ♦ conducting assessments,
- ♦ writing a report of findings/recommendations,
- ♦ delivering those findings to the business contact, and
- ♦ following up with the client.

Completion of a 3 credit internship requires 150 hours of participation by the student. The table below shows the estimated hours for one student for one semester with the assumption that the assessments are conducted by teams of 2 students. Using these estimates, each team could complete 8 assessments per semester.

Activity	Avg. hrs	Total hrs.
Training		
Classroom	16	
Homework	16	
Total		32
Assessment		
Pre-assessment utility bill analysis	2	
Assessment	5	

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Report writing	4	
Follow-up	1	
Total	12	
8 Assessments/student		96
Final report		22
Total Hours/semester/student		150

Budget

- ♦ *Assessments* - Preliminary budget figures are provided in the table below for the cost of one average assessment. Students would be paid an hourly wage for time spent on the actual assessment. Time spent in training and completing the final course report would not be paid.

Internship costs

Salary (\$10/hr. x 12 hrs/assessment)	\$120
Fringe @ 10%	\$12
Total cost/intern	\$132
Total assessment cost (2 interns/assessment)	\$264
8 assessments/semester	\$2,112

Each team of two students could complete approximately 8 audits per semester. During the first semester, it is reasonable to estimate 10 – 20 students would enroll in the program. This would accomplish 40 – 80 assessments.

- ♦ *Administration* - Administrative expenses associated with assessment tracking, scheduling, reviewing and reporting would be proportional to the number of assessments conducted. The development of program guidelines, the marketing plan, the implementation plan, and the curriculum would be fixed costs that are not dependent on the number of assessments.
- ♦ *Equipment* – Several sets of equipment will be needed for the assessments and will include at a minimum a ballast discriminator, camera, infrared thermometer, and light meter.

3. Program Development

The following information will be developed prior to offering student training and business assessment services.

Program Guidelines

Program guidelines will ensure that the program funds are being used to provide the greatest impact in promoting energy efficiency in small facilities. This would include a description of the methods by which customers will participate in this program, including the process for determining customer eligibility.

Marketing Plan

A comprehensive marketing plan, possibly developed with the help of marketing students, will be necessary for program implementation. The plan will use the existing Idaho SBDC and Boise State marketing channels and explore additional channels to assure appropriate participation. The plan will likely initially target specific sectors or geographical areas to maximize the early impacts in the program. The target market will be identified based on a definition of the different sectors or facility sizes within the small business community. Teaming with community or economic outreach organizations will be used for marketing the program to the intended audience.

Training Curriculum

The curriculum will be developed using Boise State faculty and professionals; existing curriculum from other organizations; and organizations or consultants with specialized expertise will be used to develop the curriculum. The internship training curriculum will cover:

- ♦ energy use analysis,
- ♦ the assessment process,
- ♦ review of common facility components including the building envelope, heating and air conditioning;
- ♦ office, kitchen and food service equipment;
- ♦ lighting;
- ♦ available incentives, rebates and other resources; and
- ♦ financial analysis (simple payback, internal rate of return, etc.).

Faculty Recruitment

Faculty will be recruited from several colleges and programs to engage and support students participating in this internship program. Potential participating faculty will be recruited from the fields of engineering, business, technical education, and environmental health.

Implementation Strategy

Since the major goal of this program is to encourage small facilities to implement energy efficiency strategies, a plan will be developed to facilitate implementation of recommended measures and procedures, including incentives and incentives processing. At a minimum, this will include provision of information about Idaho Power programs and assistance in completing the necessary forms. It will also include follow-up contact after the recommendations have been presented to support implementation and collect metrics.

4. Program Delivery

Coverage

The program will begin in the Treasure Valley and has the potential to expand throughout Southern Idaho in conjunction with other colleges and universities. Piloting the project in the Treasure Valley will simplify the logistics and scheduling and allow for program refinement before expanding.

Management

The program will be administered and managed by the Idaho SBDC. Support documents will be developed prior to the assessment phase. During program delivery, the Idaho SBDC will deliver the training, recruit small businesses, schedule assessments, and monitor progress.

Internships

Student involvement will take the form of an internship offered through several colleges within the University. To complete the internship, students will participate in two eight-hour training sessions and a minimum of 8 facility assessments.

Assessment

The assessment will consist of a pre-visit analysis of the businesses energy bills; an on-site assessment; and preparation of a report summarizing findings and providing recommendations. Teams of students will assess combustion, electrical, heating and lighting efficiencies for the client business. While electrical energy is the major assessment focus, additional energy sources consumed within the facility will be addressed by the assessment.

Recommendations

The teams will document and report assessment and incentive results to the business owner in client reports. The reports will include descriptions of proposed measures, non-energy issues (e.g., IAQ, noise, comfort, etc.), and details on how to take advantage of incentives, simple paybacks, and costing data. The assessment reports will have some degree of standardization, but will contain enough site-specific information to be a useful tool for individual energy improvement decision making. There will be a maximum of four weeks time between the site visit and the delivery of the assessment report. The Idaho SBDC will review all reports and provide feedback to students prior to their release to the client and the internship coordinator.

5. Deliverables

Results

Metrics to track and evaluate program results will be developed jointly with the funding partner. Results will include activity measures such as number of interns, number of assessments, and type of business in addition to impact measures such as kilowatts saved, money saved, recommendations implemented, and client satisfaction.

Data Management

The Idaho SBDC currently uses a Management Information System (MIS) for collecting and tracking client information. This system will be used to track the assessment process and capture the metrics agreed upon with the funding partner.

Reporting

Activity reports will be submitted to the funding partner on an agreed upon schedule. Reports will include, but not be limited to, marketing efforts and results, a list of customers served and addresses, number of customers who implemented energy-efficient measures identified in the assessment, and the total savings recommended in the assessments.

SUMMARY

The proposed projects will benefit all of the involved participants in significant ways: by providing education and training for students in a growing field, by encouraging investments in energy efficiency by the commercial/business sectors with attendant savings, and by delaying or deferring utility investment in new sources of energy.

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AGENCY: Special Education Programs
FUNCTION: Idaho Council on
Economic Education

Agency No.: 516

FY 2010 Request

Function No.: 06

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Original Submission X or

ACTIVITY:

Activity No.:

Revision No. ____

A: Decision Unit No: 12.01		Title: Economic & Financial Education			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Training Materials. One-time need.	\$42,500				\$42,500
TOTAL OPERATING EXPENDITURES:	\$42,500				\$42,500
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$42,500				\$42,500

How connected to institution/agency and Board strategic plans:

The Mission Statement of the Idaho State Board of Education Strategic Plan states that we are to provide programs that are high quality, readily accessible and relevant to the needs of the state. The plan emphasizes Idaho's economic growth and the importance of ensuring that our citizens are prepared to achieve a higher quality of life. Goal 1 of the plan states that we are to increase the availability of highly qualified teachers who are certified in their specialty.

The funding requested by the Idaho Council on Economic Education is directly in support of this SBOE mission and goal. This funding will help make it possible for Idaho's students and teachers to receive required and much needed training in personal finance and economic management of funds. Idaho cannot afford to neglect the economic and financial education of its young citizens. This funding will help Idaho's students become more economically and financially independent and self sustaining now and in the future. As Idaho strives to compete in the international marketplace and as individual families struggle to make ends meet, we must

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

provide the economic and financial training that this funding will help make possible. Very few of Idaho's teachers of economics and personal finance have university training in these areas. The Idaho Council on Economic Education has the mandate to provide this very necessary training, and it does so in a very cost-effective manner. Most Idaho teachers have no other means besides the Idaho Council for securing the materials and training they need for these subjects.

Description:

The Idaho Council is requesting an additional \$42,500 in one-time monies for fiscal year 2010 to supplement other sources of funding for economic and financial education for Idaho teachers and students. We hope to be given this chance to extend our impact to more Idaho students during FY 2010, and welcome the opportunity to demonstrate to the SBOE and the Idaho Legislature the return on investment it will provide. We are confident that we can justify the use of one-time monies in this fashion in a report at the conclusion of the fiscal year.

The Idaho Council and its programs are supported in part by Boise State University, Idaho State University, the University of Idaho and the College of Southern Idaho. The Idaho Council also raises money from community businesses to help support economic and financial education in our state. Additionally, to the extent possible, some Idaho schools provide a small portion of the funding required for materials and training in economic and financial education. Unfortunately, many schools in Idaho simply do not have the budgetary resources to contribute to these programs.

The amount requested, \$42,500 in one-time operating expense monies, will supplement these other sources so that the Idaho Council can continue to provide the high quality, timely and critical programs that the state's teachers and students need in economics and personal financial responsibility.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The Idaho Council has two full time staff, provided by state appropriations through the College of Business and Economics at Boise State University.

Additionally, the Council maintains four "Centers for Economic Education" throughout the state. These are located at University of Idaho, Idaho State University, College of Southern Idaho and Boise State University. The Idaho Council also serves as the Boise State Center for Economic Education. Each of the Centers is managed by a local university professor or administrator, who dedicates 10-25% of their time to the Center's programs and activities. Additionally, each Center has a part time assistant or field representative who is in continual contact with teachers and schools in their region. The Center administrators are supported by the universities. A portion of each Center's operating expenses is supported primarily by the Idaho Council and the on-going allocation it receives from the state legislature through the State Board of Education.

The additional amount requested herein, \$42,500 in one-time operating expense monies, is specifically in support of training and materials needed by Idaho teachers and students during the upcoming fiscal year. This money will not be used to add personnel or new programs but rather to make the Idaho Council's existing programs available to more Idaho schools, teachers and students.

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2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

All of the Idaho Council's existing human resources, two full time members at Boise State, plus the 3 other part time Center Directors and their assistants at U of I, ISU, and CSI will provide the training associated with these on-going programs. These are not new programs, but rather extensions of existing programs to additional schools, teachers and students in Idaho.

- c. List any additional operating funds and capital items needed.
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

See matrix for details. Through this supplemental funding of \$4.17 per participant, 10,000 Idaho students and 200 teachers will be able to participate in the Idaho Council's programs on financial literacy and economic education.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Without this funding approximately 10,000 Idaho students and 200 teachers will not be able to participate in the Idaho Council's personal financial literacy and international economics programs.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Special Education Programs

Agency No.: 516

FY 2010 Request

FUNCTION: Tech Help

Function No.: 08

Page 1 of 4 Pages

ACTIVITY:

Activity No.:

Original Submission X or
Revision No.

A: Decision Unit No: 12.01 Title: Growth and New Product Development Initiative Priority Ranking 1 of 1					
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0			1.0	2.0
PERSONNEL COSTS:					
1. Salaries	72,000			72,000	144,000
2. Benefits	23,500			23,500	47,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	95,500			95,500	191,000
OPERATING EXPENDITURES by summary object:					
1. Professional Development	3,000			3,000	6,000
2. Travel and Supplies	6,500			6,500	13,000
TOTAL OPERATING EXPENDITURES:	9,500			9,500	19,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:	0			0	0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	105,000			105,000	210,000

How connected to institution/agency and Board strategic plans:

The Growth and New Product Development Initiative will bridge the state's higher education resources with the needs of the state's manufacturing community to accelerate the development of product, service and market innovations. The Idaho State Board of Education's strategic plan envisions an education system that "... contributes to the overall economy..." This initiative addresses the outreach, relevance to the needs of the state, and economic growth components of the Board's mission.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

TechHelp requests a budget enhancement of \$105,000 to assist Idaho manufacturers to develop new product, service and market innovations. The additional funding will support two new Manufacturing Specialists to provide Growth and New Product Development services to Idaho manufacturers. The \$105,000 state investment will leverage an additional \$105,000 of private investment. The initiative will further leverage the federal government's investment in the development of Eureka! Winning Ways and the BSU College of Engineering's New Product Development Lab.

TechHelp has excelled at teaching Idaho manufacturers to cut costs, improve quality and speed production time. Last year, TechHelp clients reported \$26.6 million in sales, \$6.6 million in savings and 724 jobs as direct results of their projects. TechHelp has done this primarily through process innovations – Lean Manufacturing projects teaching workers to identify and eliminate waste in their production processes.

This initiative will build on TechHelp's *process innovation* services by accelerating the addition of *product, service and market innovation* services. The continuous improvements of Lean Manufacturing will always be necessary, but they alone are not enough to ensure economic growth. Companies must grow revenue – as well as reduce costs – through new product, service and market innovations.

TechHelp's new Eureka! services are a proven method to help Idaho manufacturers identify new opportunities, systematically evaluate their probabilities of success and then execute action plans to bring the new product or service to market quickly. The Eureka! model has been successfully deployed by Manufacturing Extension Partnership (MEP) centers – like TechHelp – in other states. The BSU College of Engineering's New Product Development Lab is a perfect complement to Eureka! – providing an outreach and educational resource to develop prototypes of new products rapidly.

The two new Manufacturing Specialists will conduct Eureka! projects with Idaho manufacturers and develop complementary growth services to accelerate product, service and market innovations. Client fees generated by projects will support one half of the cost of the initiative.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

TechHelp requests a budget enhancement of \$105,000 to assist Idaho manufacturers to develop new product, service and market innovations. The additional funding will support two new Manufacturing Specialists to provide Growth Services to Idaho manufacturers. TechHelp currently has no dedicated staffing or funding for this activity. TechHelp has redirected a limited amount of staff time to pilot and test the efficacy of the proposed services.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - i. Position Titles: Manufacturing Specialist
 - ii. Pay Grades: N/A
 - iii. Status: Full-time

BUSINESS AFFAIRS AND HUMAN RESOURCES
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iv. Benefit Eligibility: Yes

v. Anticipated Date of Hire: July 1, 2009

vi. Terms of Service: 12 Month Appointments

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Dedicated staff for Growth Services will accelerate TechHelp's outreach efforts with Idaho manufacturers for the development of product, service and market innovations. Engagements will further generate additional outreach and educational opportunities for BSU's New Product Development Lab, with which TechHelp partners.

- c. List any additional operating funds and capital items needed.

None.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

The two new Manufacturing Specialists will generate a total of \$105,000 in client fees per year. This revenue amount is consistent with the current performance of TechHelp Manufacturing Specialists.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Approximately 40 additional Idaho manufacturers will receive TechHelp services. Based on historical performance levels, projects with these companies are estimated to result in \$8 million of sales, \$2 million in savings and 200 jobs in FY 2010. The reputations of the state's three universities as engines for economic growth will be further substantiated. These benefits will not occur if the request is not funded.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

The request is a high priority item that was requested but not appropriated in the FY 2009 budget.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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Line Items: Health Programs

Line Items for the Health Programs are summarized on the next page.

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Health Programs Summary
Fiscal Year 2010 Line Items
Grouped by Program in Priority Order

		FTP	General	Other Funds	Total
1	Program/Priority/Line Item	Detail Page			
2	WI Veterinary Education				
3	FY 2009 Appropriation		6.92	1,774,200	100,000
4	1 Salary Enhancement	3		22,000	22,000
5	FY 2010 Total Line Items			22,000	22,000
6	Percentage of FY 2009 Appropriation		0.00%	1.24%	0.00%
7					1.17%
8	WWAMI Medical Education				
9	FY 2009 Appropriation		6.57	3,378,400	341,200
10	1 Salary Enhancement	5		29,000	29,000
11	FY 2010 Total Line Items			29,000	29,000
12	Percentage of FY 2009 Appropriation		0.00%	0.86%	0.00%
13					0.78%
14	IDEP Dental Education				
15	FY 2009 Appropriation		3.25	1,209,300	132,900
16	1 New/Expanded Programs: Expansion of the Idaho Dental Education Program	7	1.00	122,200	122,200
17	FY 2010 Total Line Items		1.00	122,200	122,200
18	Percentage of FY 2009 Appropriation		30.77%	10.11%	0.00%
19					9.10%
20	Family Practice Residencies				
21	FY 2009 Appropriation		3.65	1,635,700	-
22	1 New/Expanded Programs: Expansion of ISU Rural Track Residency	10	2.00	140,000	1,635,700
23	2 Effectiveness, competitiveness, efficiency: ISU Operational Expenses	13		180,000	180,000
24	3 Effectiveness, competitiveness, efficiency: Boise Operational Expenses	16		330,000	330,000
25	4 New/Expanded Programs: Expansion of Boise Rural Track Residency	20	6.00	100,000	100,000
26	FY 2010 Total Line Items		8.00	750,000	750,000
27	Percentage of FY 2009 Appropriation		219.18%	45.85%	45.85%
28					
29	University of Utah Medical Education				
30	FY 2009 Appropriation			1,143,600	1,143,600
31	1 New/Expanded Programs: Additional Seats	25		75,000	75,000
32	FY 2010 Total Line Items			75,000	75,000
33	Percentage of FY 2009 Appropriation			6.56%	6.56%
34					
35	Psychiatry Residency Program				
36	FY 2009 Appropriation			81,900	81,900
37	1 New/Expanded Programs: Additional Seats	27		22,900	22,900
38	FY 2010 Total Line Items			22,900	22,900
39	Percentage of FY 2009 Appropriation			27.96%	27.96%
40					
41	WICHE Optometry				
42	No Line Items				

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AGENCY: Health Education Programs

FUNCTION: University of Idaho WI

ACTIVITY:

Agency No.: 515

Function No.: 01

Activity No.:

FY 2010 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: CEC increase for faculty and staff			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	22,000				22,000
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	22,000				22,000
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	22,000				22,000

How connected to institution/agency and Board strategic plans: This request specifically addresses the *Organization, Culture, and Climate Goal* of the University of Idaho's strategic plan by enabling it to attract and retain excellent faculty and staff to carry out the other three goals of the plan which are: *Teaching and Learning, Scholarly and Creative Activity, and Outreach and Engagement.*

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Description:

The University of Idaho is requesting a CEC increase for FY 2010 in the amount of 4%. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2006, the most recent year published, comparing the University of Idaho with its seventeen peer institutions are:

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$54,340	\$59,555	\$ 65,426
Associate Professor	\$62,957	\$68,059	\$ 80,891
Professor	\$82,366	\$88,476	\$110,571

In terms of ranking, the University of Idaho ranked 13th, 14th, and 15th for associate professors, professors, and assistant professors respectively. Salary enhancements of 4% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and publish service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - c. List any additional operating funds and capital items needed.
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. This was requested for FY 2009.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Health Education Programs
FUNCTION: University of Idaho
 WWAMI

Agency No.: 515

FY 2010 Request

Function No.: 02

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Original Submission X or

Revision No. ____

ACTIVITY:

Activity No.:

A: Decision Unit No: 12.01		Title: CEC increase for faculty and staff		Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	29,000				29,000
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	29,000				29,000
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	29,000				29,000

How connected to institution/agency and Board strategic plans: This request specifically addresses the *Organization, Culture, and Climate Goal* of the University of Idaho's strategic plan by enabling it to attract and retain excellent faculty and staff to carry out the other three goals of the plan which are: *Teaching and Learning, Scholarly and Creative Activity, and Outreach and Engagement.*

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Description:

The University of Idaho is requesting a CEC increase for FY 2010 in the amount of 4%. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2006, the most recent year published, comparing the University of Idaho with its seventeen peer institutions are:

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$54,340	\$59,555	\$ 65,426
Associate Professor	\$62,957	\$68,059	\$ 80,891
Professor	\$82,366	\$88,476	\$110,571

In terms of ranking, the University of Idaho ranked 13th, 14th, and 15th for associate professors, professors, and assistant professors respectively. Salary enhancements of 4% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and publish service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - c. List any additional operating funds and capital items needed.
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. This was requested for FY 2009.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Health Education Programs
FUNCTION: Idaho Dental Education
Program

Agency No.: 515

FY 2010 Request

Function No.: 03

Page 1 of 2 Pages

Original Submission X or

Revision No.

ACTIVITY:

Activity No.:

A: Decision Unit No: 12		Title: Expansion of the Idaho Dental Education Program			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	75,000				75,000
2. Benefits	17,460				17,460
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	92,460				92,460
OPERATING EXPENDITURES by summary object:					
1. Program seat	10,351				10,351
2. Trustee Benefit payment	19,394				19,394
TOTAL OPERATING EXPENDITURES:	29,745				29,745
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	122,205				122,205

How connected to institution/agency and Board strategic plans:

The Idaho Dental Education Program's (IDEP) goal is to provide residents of Idaho with access to an outstanding dental education and encourage their return to practice in Idaho. The program is designed to develop graduates who possess the ability to practice today's dentistry at its finest. IDEP graduates will also acquire the background to evaluate changes and future treatment methods as they relate to individual patient care. IDEP serves as Idaho's state assisted route of access for dental education. The Program is a cooperative effort of Creighton University's School of Dentistry in Omaha, Nebraska and Idaho State University's Kasiska College of Health Professions in Pocatello, Idaho. As the SBOE-designated lead institution of higher education for the health professions in Idaho, ISU's expansion of IDEP is consistent with the institution's health-professions driven strategic planning. Research and teaching efforts centered on the program also further the following Goals, as articulated in the current ISU and SBOE strategic plans:

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

IDEP requests the increase of one additional seat in the program. This request represents the second increase as outlined in the original plan for increasing enrollment from seven to ten seats over a three year period. The program was initiated with the funding for one additional seat in FY2002 (from 7 to 8). Approval of this decision unit would result in nine available seats. Funding is also requested for the increased Trustee Benefit payment to Creighton University in accordance with the contract. This request is supported by the State Board of Education's emphasis on increasing the available health education seats for Idaho's residents. Idaho has experienced a 49% increase in population since 1980. The population is projected to increase by an additional 8% by 2010. The number of Idaho applicants far exceeds the capacity of the current program. For the past two years there have been between 13 and 14 applicants for every available seat in the program. Early indications suggest that the number of qualified applicants for the upcoming application cycle will meet or exceed those for the past two years. Over 70% of the students graduating from the program return to Idaho to practice.

The request also would fund a human anatomist faculty position in ISU's Department of Biological Sciences, who would conduct oral health research and teach courses required for students in the program.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **Funding is being requested for a 1.0 faculty FTE to serve program needs and conduct oral health research. Additional funding is requested for an additional student seat in the IDEP program.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See above.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None.**
 - c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **All funds requested are for ongoing appropriated funds.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **Citizens of the state of Idaho benefit from this request, as noted above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This request is a continuation of the unfunded FY09 budget request.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Health Education Programs
FUNCTION: ISU Family Medicine
 Residency

Agency No.: 515

FY 2010 Request

Function No.: 05

Page 1 of 3 Pages

Original Submission X or

Revision No.

ACTIVITY:

Activity No.:

Expansion of ISU Family Medicine Rural Track Residency					
A: Decision Unit No: 12.01	Title: Rural Track Residency		Priority Ranking 1 of 4		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.0				2.0
PERSONNEL COSTS:					
1. Salaries	92,400				92,400
2. Benefits	47,600				47,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	140,000				140,000
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	140,000				140,000

How connected to institution/agency and Board strategic plans:

The Idaho State University Family Medicine Residency in Pocatello was conceived to meet a public need of training outstanding family medicine physicians for Idaho and to care for the underserved in our communities. The strategic plan of the program includes adoption of the New Model Office paradigm and the creation of "medical homes" for our patients. These concepts include provision of high quality evidence based care, documented through electronic medical records and electronic prescribing and measured through national quality reporting initiatives. The ISU FMR program models and teaches state of the art family medicine. Pocatello Family Medicine, the teaching clinic of the ISU Family Medicine Program, and received the prestigious Idaho Qualis CMS award for Quality Care in 2008.

This expansion relates directly to the first two residency strategic imperatives of Recruitment and Service and also to the two core functions of the residency program, namely, "Training

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

family physicians to provide care to populations throughout Idaho,” and “Provision of services to the underserved in Pocatello.” The expansion plan for the Rexburg rural training track is included in the master strategic plan for the Pocatello program submitted to the SBOE. This request is also consistent with the current ISU and SBOE strategic plans, as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

95.3% of the state’s area continues to have a federal designation as a health profession shortage area (HPSA) in the category of primary care. Idaho ranks 49th in the nation for the rate of physician’s per 100,000 populations; and Idaho ranked 47th in the country for the rate of physician’s in primary care per 100,000. Idaho ranked 9th in the United States in the percent of physicians age 65 and older. National workforce projections from the American Academy of Family Physicians have determined that Idaho will need 33% more family physicians by the year 2020 than it currently has.

Idaho presently ranks 8th in the United States in retention of residents in the original state of training post-residency. 155 family physicians trained in the two programs combined have settled in Idaho since their inception, the majority of them in rural underserved areas. Governor Butch Otter in his January 2007 State of the State speech requested Idaho’s family medicine residency programs to expand their rural family medicine training. The Governor’s Select Committee on Health Care requested testimony from both residency programs and has asked both family medicine residency programs to cost out a feasible expansion plan of residency training in family medicine for Idaho.

The Millennium Fund committee allocated funds to ISU’s residency program to be used between 7/1/07 and 6/30/08 in their efforts to address smoking cessation, drug addiction treatment, health promotion and disease prevention. The program has extensive curricula experience and track records in these areas. A component of those Millennium Funds was set aside to initiate negotiations and set the foundation for a new rural training track. ISU’s program has been active during the year and has:

- 1 completed design of the 39 month RTT residency structure,
- 2 engaged local rural family physician training directors,
- 3 identified rural teachers for the required specialty rotations,
- 4 identified residency training practice sites,
- 5 started building modifications to house resident teaching and practice needs ,
- 6 engaged the Rexburg hospital CEO’s and CFO’s in preliminary negotiations,
- 7 arranged formal consultation with rural training track experts
- 8 designed and purchased on site rural televideo linkages.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

The next steps are to ensure adequate ongoing funding from multiple sources, apply for accreditation to the Accreditation Council for Graduate Medical Education, arrange and pass an accreditation site visit, formally register the new program with the Residency Review Committee, and enter the new program into the recruitment, interviewing and matching process.

Targeted goal is to increase the number of starting family medicine residency training positions to 8 per year over the next four years, from the current level of 6 family medicine residents per year. The program will increase the size of its internal program. This expansion will increase the number of Rural Training Tracks throughout the state from the current number of one to a future number of two. ISU FMR's rural training track will be in Rexburg and surrounding rural communities. Residency positions are funded through multiple sources, including the sponsoring hospitals, Medicare Graduate Medical Education funds, clinical receipts and grants. Each new position costs \$70,000. ISU FMR is requesting ongoing appropriated funding to fund two new resident positions.

This residency expansion plan has the full support of the Idaho Medical Association and will present the plans to the full house of delegates of the IMA in August of this year in the form of a resolution. The expansion plan will also be presented to the Idaho Hospital Association who have previously strongly supported rural training tracks and continue to support residency education in their hospitals.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **Ongoing appropriated funding is requested to support two additional residency seats for ISU FMR to expand and implement a rural track residency program in Rexburg.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See above.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
 - c. List any additional operating funds and capital items needed. **NA**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **See above.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This is a new request for ongoing appropriated funding.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Health Education Programs
FUNCTION: ISU Family Medicine
 Residency

Agency No.: 515

FY 2010 Request

Function No.: 05

Page 1 of 3 Pages
 Original Submission X or
 Revision No.

ACTIVITY:

Activity No.:

Maintenance of ISU Family Medicine Residency					
A: Decision Unit No: 12.02	Title: Medicine Residency			Priority Ranking 2 of 4	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0				0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	0				0
OPERATING EXPENDITURES by summary object:					
1. Unreimbursed care (see description)					
2. Other increased expenses (see description)					
TOTAL OPERATING EXPENDITURES:	180,000				180,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	180,000				180,000

How connected to institution/agency and Board strategic plans:

The Idaho State University Family Medicine Residency in Pocatello was conceived to meet a public need of training outstanding family medicine physicians for Idaho and to care for the underserved in our communities. The strategic plan of the program includes adoption of the New Model Office paradigm and the creation of "medical homes" for our patients. These concepts include provision of high quality evidence based care, documented through electronic medical records and electronic prescribing and measured through national quality reporting initiatives. The ISU FMR program models and teaches state of the art family medicine. Pocatello Family Medicine, the teaching clinic of the ISU Family Medicine Program, received the prestigious Idaho Qualis CMS award for Quality Care in 2008.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

This maintenance funding request relates directly to the two core functions of residency training:

1. Training family physicians to provide care to populations throughout Idaho.
2. Provision of services to the underserved in Pocatello.

The funding request relates directly to the ongoing strategic imperatives reported to the SBOE for ISU FMR, as noted below:

1. Recruitment
2. Service
3. Training
4. Innovation
5. Research

Furthermore, this request is consistent with the current ISU and SBOE strategic plans as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

Since 1992, the Joint Finance Appropriations Committee (JFAC) have appropriated state funds to support the ISU residency program. These funds have assisted in the operational expenses of the program. Through changed circumstances over the last decade, the program has experienced:

1. Progressive reduction in Medicare GME since 1996;
2. Progressive increased operational expenses;
3. Declining reimbursement and increasing contractual losses;
4. Increasing volume of uninsured and indigent patients;
5. Increasing information technology expenses around Electronic Medical Record (EMR);
6. Increasing cost with all related expenses of transitioning our practices to become “Medicaid Homes” and the designation and reporting criteria of this.

**ISU FMR
(Pocatello)**

Date of Initiation of Program	1992
Number of Graduates	59
Number of Graduates who have settled in Idaho	28
Number of Graduates in Rural Locations	31

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Total Residency Budget	\$5.5M
Number of Indigent Patients cared for	3,869
Estimated Level of Un-Reimbursed Care	\$401,037
Annual Uncovered Costs as % of total budget	12%
Current State Funding	718,400

The program and its sponsors, Portneuf Medical Center and Idaho State University, seek assistance from the State with the uncovered expenses. At this time, a request is made for an additional \$10,000 subsidy for each resident in training. There are currently 18 residents in training, leading to a total request of \$180,000 in ongoing appropriated funding.

Maintenance funding increases for the ISU FMR program has the full support of the Idaho Medical Association. This maintenance funding request will be presented to the full house of delegates of the IMA in August of this year in the form of a resolution. In the fall, the request will also be presented to the Idaho Hospital Association as an information item. The IHA continue to strongly support residency education in their hospitals.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **This request is for ongoing appropriated funding for increased operating expenses.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **NA**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
 - c. List any additional operating funds and capital items needed. **None**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **See above; the request is only for operating expenses.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**

If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This is a new request for ongoing appropriated funding.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Health Education Programs
FUNCTION: Family Medicine
Residency in Boise

Agency No.: 515

FY 2010 Request

Function No.: 05

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Original Submission X or

Revision No.

ACTIVITY:

Activity No.:

Maintenance of the Family Medicine Residency of Idaho					
A: Decision Unit No: 12.03	Title: Medicine Residency of Idaho		Priority Ranking 3 of 4		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0				0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	0				0
OPERATING EXPENDITURES by summary object:					
1. Unreimbursed care (see description)					
2. Other increased expenses (see description)					
TOTAL OPERATING EXPENDITURES:	330,000				330,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	330,000				330,000

Family Medicine Residency of Idaho (FMRI) seeks assistance from the State with the uncovered operational expenses of running a large Graduate Medical Education Family Medicine Program in Idaho. At this time, a request is made for an additional \$10,000 subsidy for each resident in training. Since our program currently has 33 residents in training this request would be for 33 residents times \$10,000 per resident which would be \$330,000 per year.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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How connected to institution/agency and Board strategic plans:

The Family Medicine Residency of Idaho in Boise was conceived to meet a public need of training outstanding family medicine physicians for Idaho and to care for the underserved in our community. FMRI has graduated 229 family physicians since the inception of the program in Boise in 1975. One hundred twenty-five of these graduates have settled in Idaho and 60% of these graduates serve in rural locations throughout Idaho and our Intermountain region. The numbers of outpatient clinical visits per year is 46,000 and the number of inpatient hospitalized visits exceeds 20,000 visits per year.

This maintenance funding request relates directly to the two core functions of residency training:

1. "Training family physicians to provide care to populations throughout Idaho."
2. "Provision of services to the underserved in the Treasure Valley and the State of Idaho."

The funding request relates directly to the ongoing strategic imperatives reported to the SBOE:

1. Recruitment
2. Service
3. Training
4. Innovation
5. Research

Furthermore, this request is consistent with the current FMRI and SBOE strategic plans as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

Since 1992, the Joint Finance Appropriations Committee (JFAC) has allocated financial support to the residency program. These funds have assisted in the operational expenses of the program. Through changed circumstances over the last decade, FMRI has experienced:

1. Progressive reduction in Medicare GME since 1996;
2. Progressive increased operational expenses;
3. Large increases in malpractice insurance coverage;
4. Declining reimbursement and increasing contractual losses;
5. Increasing volume of uninsured and indigent patients;
6. Increasing information technology expenses around Electronic Medical Record (EMR);
7. Increasing cost with all related expenses of transitioning our practices to become "Medical Homes" and the designation and reporting criteria of this.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

The state has responded as best it can with progressive increases in allocation of state money toward the operational expenses of the programs; for this, FMRI is thankful. Some statistics for FMRI are shown below:

Statistics	FMRI (Boise)
Date of Initiation of Program	1975
Number of Graduates	229
Number of Graduates who have settled in Idaho	125
Number of Graduates in Rural Locations	95
Total Residency Budget	\$11.8M
Number of Indigent Patients cared for	6,649
Estimated Level of Un-Reimbursed Care	\$600,418
Annual Uncovered Costs as % of Total Budget	18%
Current State Funding	\$846,100 (FY 2007-2008)

Agency Support

Maintenance funding increases for FMRI has the full support of the Idaho Medical Association (IMA), the Idaho Medical Association Medical Education Affairs Committee, and the Idaho Academy of Family Physicians. This maintenance funding request will be presented to the full house of delegates of the IMA in August of this year in the form of a resolution. In the fall the request will, also be presented to the Idaho Hospital Association (IHA) as an information item. IHA continue to strongly support residency education in their hospitals for the greater good of Idaho.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **This request is for ongoing appropriated funding for increased operating expenses.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **NA**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
 - c. List any additional operating funds and capital items needed. **None**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **See above; the request is only for operating expenses.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This is a new request for ongoing appropriated funding.**

Summary

FMRI has been in the business of training outstanding family physicians and providing excellent patient care services throughout the State of Idaho for over 33 years. In an effort to meet the projected primary care workforce needs for Idaho and to honor the request from Governor Otter, FMRI presents this maintenance and expansion plan for the training of family physicians for the State of Idaho.

The request is for an increase in state funding of \$330,000 per year starting in FY 2009-2010 for maintenance costs. In addition, to expand the growth of training family physicians for the State of Idaho and additional expansion amount of \$100,000 per year in FY 2009-2010; \$200,000 per year in FY 2010-2011; and \$300,000 per year for FY 2011-2012 is being requested. This expansion amount will be prorated based on the number of residents in training and distributed to each program.

This will increase the production of family physician training from 12 to 18 family physicians per year which is the same 33% increase projected to be needed to help meet Idaho's projected family physician workforce needs. Therefore, the requested amount from the State of Idaho would be as follows:

	Current Funding (2008-2009)	Maintenance Funding	Prorated Expansion Funding (Approximately)	Total Funding
FY 2009-2010	\$887,528	\$330,000	\$67,000	\$1,254,528
FY 2010-2011		\$330,000	\$134,000	\$1,321,528
FY 2011-2012		\$330,000	\$200,000	\$1,387,528

The Family Medicine Residency of Idaho greatly values the support of the State Board of Education and the collaborative partnership we have formed in producing superb family physicians and providing excellent patient care to the citizens of Idaho!

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Health Education Programs
FUNCTION: Family Medicine
Residency of Idaho

Agency No.: 515

FY 2010 Request

Function No.: 05

Page 1 of 5 Pages
 Original Submission X or
 Revision No.

ACTIVITY:

Activity No.:

Expansion of Family Medicine Residency of Idaho Rural Training					
A: Decision Unit No: 12.04	Title: Tracks	Priority Ranking 4 of 4			
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	6.0				6.0
PERSONNEL COSTS:					
1. Salaries	80,000 YR 1 160,000 YR 2 240,000 YR 3				80,000 YR 1 160,000 YR 2 240,000 YR 3
2. Benefits	20,000 YR 1 40,000 YR 2 60,000 YR 3				20,000 YR 1 40,000 YR 2 60,000 YR 3
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	100,000 YR 1 200,000 YR 2 300,000 YR 3				100,000 YR 1 200,000 YR 2 300,00 YR 3
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	100,000 YR 1 200,000 YR 2 300,00 YR 3				100,000 YR 1 200,000 YR 2 300,00 YR 3

This request expands family physician training at the Family Medicine Residency of Idaho as noted below. The request from the State of Idaho and State Board of Education to meet this growth over a three year period is as follows:

Year 1 – 2009 – 2010	\$100,000
Year 2 – 2010 – 2011	\$200,000
Year 3 – 2011 – 2012	\$300,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
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How connected to institution/agency and Board strategic plans:

The Family Medicine Residency of Idaho in Boise was conceived to meet a public need of training outstanding family medicine physicians for Idaho and to care for the underserved in our community. FMRI has graduated 229 family physicians since the inception of the program in Boise in 1975. One hundred twenty-five of these graduates have settled in Idaho and 60% of these graduates serve in rural locations throughout Idaho and our Intermountain region. The numbers of outpatient clinical visits per year are 46,000 and the number of inpatient hospitalized visits per year exceeds 20,000.

The strategic plan of the program includes expansion of Family Medicine training sites and locations and expanding the number of family physicians trained per year. In addition we will include the adoption of the New Model Office paradigm and the creation of “medical homes” for our patients. These concepts include provision of high quality evidence based care, documented through electronic medical records and electronic prescribing and measured through national quality reporting initiatives. Our program models and teaches state of the art family medicine.

This expansion request relates directly to the first two residency strategic imperatives of Recruitment and Service and also to the two core functions of FMRI:

1. “Training family physicians to provide care to populations throughout Idaho.”
2. “Provision of services to the underserved in the Treasure Valley and the State of Idaho.”

The expansion plans for the FMRI over the next five years are the following:

1. Develop a new Rural Training Track in the Twin Falls/Jerome communities called the Magic Valley Rural Training Track (MV-RTT). This will become operational in the next 1-2 years. This track will train one additional resident per year in the Twin Falls/Jerome community. Future growth of residents per year is anticipated.
2. Develop two new Rural Training Tracks in Northern and Central Idaho over the next 3-5 years. Each of these tracks will train one new resident at each site per year.
3. Expand the Rural Training Track in Caldwell from two residents per year to three residents per year. This will be done over the next two years.
4. Expand the Boise core training program from ten residents per year to 12 residents per year. This will be done over the next three years.
5. Expand the number of rural training rotation sites throughout the state from approximately 15 sites to 30 sites. This will be done over the next two years.

Furthermore, this request is also consistent with the current FMRI and SBOE strategic plans, as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

A. Statistics on Primary Care Physician Shortages in Idaho

95.3% of the state's area continues to have a federal designation as a health profession shortage area (HPSA) in the category of primary care. Idaho ranks 49th in the nation for the rate of physician's per 100,000 population; and Idaho ranked 47th in the country for the rate of physician's in primary care per 100,000. Idaho ranked 9th in the United States in the percent of physicians age 65 and older. National workforce projections from the American Academy of Family Physicians have determined that Idaho will need 33% more family physicians by the year 2020 than it currently has.

B. Performance on Recruitment of Primary Care Physicians

Idaho presently ranks 8th in the United States in retention of residents in the original state of training post-residency. One hundred twenty-five family physicians trained at FMRI have settled in Idaho since program inception, with 45% of these graduates (see attached map) in rural underserved areas.

C. State Administrative Request

Governor Butch Otter in his January 2007 State of the State speech requested Idaho's family medicine residency programs to expand their rural family medicine training. The Governor's Select Committee on Health Care requested testimony from both residency programs and has asked both family medicine residency programs to cost out a feasible expansion plan of residency training in family medicine for Idaho.

D. Building on Completed Foundation Work

The Millennium Fund committee allocated funds to both residency programs to be used between July 1, 2007 and June 30, 2008 in their efforts to expand rural family medicine training and to help address smoking cessation, drug addiction treatment, health promotion and disease prevention. Our program has extensive curricular experience and an excellent track record in these areas. A component of those Millennium Funds was set aside to initiate negotiations and set the foundation for new rural training tracks. Our program has been active during the year and has:

1. completed design of the 36-month RTT residency structure;
2. engaged local rural family physician training directors;
3. identified rural teachers for the required specialty rotations;
4. identified residency training practice sites;
5. started building modifications to house resident teaching and practice needs;
6. engaged the rural hospital CEO's and CFO's in preliminary negotiations;
7. arranged formal consultation with rural training track experts; and
8. taught multiple smoking prevention and methamphetamine prevention programs.

The next steps are to ensure adequate ongoing funding from multiple sources, apply for accreditation to the Accreditation Council for Graduate Medical Education (ACGME) and the Residency Review Committee in Family Medicine (RRC-FM), arrange and pass an accreditation site visit, formally register the new program with the Residency Review Committee, and enter the new programs into the recruitment, interviewing and matching process.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008**

E. Expansion Goals

Targeted goal is to increase the number of starting family medicine residency training positions to 18 per year over the next four years, from the current level of 12 family medicine residents per year. FMRI will increase the size of our internal program and increase the number of Rural Training Tracks throughout the state from the current number of one program to a future number of three programs.

	FMRI (Currently) (2008)	FMRI (Future) (2012)
Increase the Number of Residents (in all 3 years)	33	54
Number Accepted/Year	10 – Boise/YR 2 – Caldwell/YR	12 – Boise/YR (36 Total) 3 – Caldwell/YR (9 Total)
Immediate (1-2 Years) Planned expansion for RTT's	0 – Twin Falls/Jerome	1 – Twin Falls/Jerome/YR (3 Total) (by 2010)
Future Planned Expansion for RTT's (3-5 Years)	0 – Central Idaho 0 – Northern Idaho	1 – Central Idaho/YR (3 Total) 1 – Northern Idaho/YR (3 Total)
Number of Family Medicine Accepted at FMRI/Year	12 – FMRI (Boise)	18 – FMRI (Boise and RTT's)

F. Explanation of Funding Request

Residency positions are funded through multiple sources which include the sponsoring hospitals, Medicare Graduate Medical Education funds, clinical receipts and grants. Each new position costs approximately \$70,000. Additional family medicine residents require additional faculty, staff and facilities. These funds increase entry positions from 12 per year to 18 per year and total in training by six per year. FMRI is actively seeking other sources of funding to expand fully to a total entry of 18 residents per year. FMRI is requesting a state contribution to these expansion plans of \$100,000 per year in Fiscal Year 2009-2010, \$200,000 per year in Fiscal Year 2010-2011, and \$300,000 per year in Fiscal Year 2011-2012 to meet these anticipated expansion costs. These expansion costs would be prorated based on the number of residents in training and distributed to our Boise program and to the Pocatello program.

Agency Support

This residency expansion plan has the full support of the Idaho Medical Association (IMA), the Idaho Medical Association Medical Education Affairs Committee, and the Idaho Academy of Family Physicians. FMRI will present the plans to the full house of delegates of the IMA in August of this year in the form of a resolution. The expansion plan will also be presented to the Idaho Hospital Association who have previously strongly supported rural training tracks and continue to support residency education in their hospitals.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **Ongoing appropriated funding is requested to support additional residency seats for FMRI to expand and implement rural training track residency programs as mentioned above.**
2. What resources are necessary to implement this request?

BUSINESS AFFAIRS AND HUMAN RESOURCES
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- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See above.**
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
- c. List any additional operating funds and capital items needed. **NA**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **See above.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first. **This is a new request for ongoing appropriated funding.**

Summary

FMRI has been in the business of training outstanding family physicians and providing excellent patient care services throughout the State of Idaho for over 33 years. In an effort to meet the projected primary care workforce needs for Idaho and to honor the request from Governor Otter, FMRI presents this maintenance and expansion plan for the training of family physicians for the State of Idaho.

The request is for an increase in state funding of \$330,000 per year starting in FY 2009-2010 for maintenance costs. In addition, to expand the growth of training family physicians for the State of Idaho and additional expansion amount of \$100,000 per year in FY 2009-2010; \$200,000 per year in FY 2010-2011; and \$300,000 per year for FY 2011-2012 is being requested. This expansion amount will be prorated based on the number of residents in training and distributed to each program.

This will increase the production of family physician training from 12 to 18 family physicians per year which is the same 33% increase projected to be needed to help meet Idaho's projected family physician workforce needs. Therefore, the requested amount from the State of Idaho would be as follows:

	Current Funding (2008-2009)	Maintenance Funding	Prorated Expansion Funding (Approximately)	Total Funding
FY 2009-2010	\$887,528	\$330,000	\$67,000	\$1,254,528
FY 2010-2011		\$330,000	\$134,000	\$1,321,528
FY 2011-2012		\$330,000	\$200,000	\$1,387,528

The Family Medicine Residency of Idaho greatly values the support of the State Board of Education and the collaborative partnership we have formed in producing superb family physicians and providing excellent patient care to the citizens of Idaho!

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Health Education Programs

FUNCTION: UofU Medical Education

ACTIVITY:

Agency No.: 515

Function No.: 04

Activity No.:

FY 2010 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Additional Student Seats			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	75,000				75,000
LUMP SUM:					
GRAND TOTAL	75,000				75,000

1. What is being requested and why? What is the agency current staffing level for this activity and how much funding by source is in the base?

Idaho Code §33-3720 authorizes the State Board of Education to enter into contractual agreements to provide access for Idaho residents to qualified professional studies programs, and specifically, the University of Utah (UofU) Medical Education Program (33-3717B(7)).

The Idaho UofU Medical Education Program provides eight entering Idaho students with the opportunity to complete their medical training through the University of Utah School of Medicine. Idaho has been involved with the UofU program for 30 years beginning with an association through the WICHE program and then through the current contract. In 2005 Idaho ranked 47th out of 50 states in the number of physicians per population, and Idaho's population is projected to grow to 1.8 million by 2020. With the current 32 seats (8 per year X 4 years) for Idaho UofU, qualified Idaho students have a one in six chance of getting into a state-supported medical school education, compared to a one in three chance on the national average. This means that

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for every top student admitted to UofU, five other talented Idaho students have to leave the state to pursue medical training.

The number of state-supported medical student seats needs to grow substantially over the next ten years in order to address the medical needs of Idaho. We request that Idaho start by restoring the remaining two UofU seats from the original state allocation and contract (to a total of 10 entering Idaho UofU seats in FY2010), and then develop a plan for continued growth in medical student seats for Idaho residents in the years to come.

2. What resources are necessary to implement this request?

a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

b. Note any existing agency human resources that will be redirected to this new effort and how existing operations will be impacted.

c. List any additional operating funds and capital items needed.

In FY2010, funding is required for 2 additional first year student fees. Additional funding will be requested each year, as the students advance and others enter the program over the next 3 fiscal years.

FY2010 2nd year @ \$37,450 X 2 Students

FY2011 3rd year @ \$37,450 X 2 Students

FY2012 4th year @ \$37,450 X 2 Students

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.)

Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

This request is for on-going funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Initially, each year, 2 additional talented and qualified Idaho pre-med students will be served by this request, as they gain financial support from the State to pursue their potential to become medical doctors. An increase of two medical student seats in the first year UofU program will also increase the Idaho State contract with the University of Utah School of Medicine, as those additional students continue into years 2 through 4 of their medical school education. Overall, eight medical student seats (2 additional seats for each of four years) would be added to the UUSOM contract between FY2010 and FY2013. This will necessitate similar budget requests in those outlying years.

After the students' training is complete, Idaho residents stand to benefit from this medical education funding, as Idaho physicians set up practice in their home state, serving the people who helped make it possible for them to become doctors. UofU increases the likelihood that students will return to Idaho communities to practice.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Health Education Programs

FUNCTION: Psychiatry Residency

ACTIVITY:

Agency No.: 515

Function No.: 08

Activity No.:

FY 2010 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Additional Funding			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	22,900				22,900
LUMP SUM:					
GRAND TOTAL	22,900				22,900

The 2007 Legislature appropriated \$40,600 in HB 312 to the Psychiatry Residency Program in the State Board of Education. The Interim Committee on Mental Health and Substance Abuse recommended the state to fund 10% of the cost and to phase-in the state's commitment over four years. This request is for the third year in the amount of \$22,900 as provided in Fiscal Note of HB 312.

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Line Items: Agencies

Line Items for the Agencies are summarized on the next page.

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Agency Summary
Fiscal Year 2010 Line Items
Grouped by Agency in Priority Order

		FTP	General	Other Funds	Total
	Detail Page				
1	Office of the State Board of Education				
2	FY 2009 Appropriation	28.00	5,127,000	8,850,800	13,977,800
3	1 New/Expanded Programs: Charter Commission 4	1.00	15,100		15,100
4	4				-
5	FY 2010 Total Line Items	1.00	15,100		15,100
6	Percentage of FY 2009 Appropriation	3.57%	0.29%	0.00%	0.11%
7					
8	Idaho School for the Deaf and the Blind				
9	No Line Items Requested				
10					
11	Professional-Technical Education				
12	FY 2009 Appropriation	547.10	54,899,400	10,989,600	65,889,000
13	1 Maintenance/Infrastructure: Secondary Added 7		330,200		330,200
14	Cost Workload Adjustment				
15	2 Effectiveness, competitiveness, efficiency: 10		89,700		89,700
16	Capacity Building				
17	3 New/Expanded Programs: Proprietary Schools 13	2.00	154,100		154,100
18	4 New/Expanded Programs: Postsecondary 15	11.00	1,106,700		1,106,700
19	Program Expansion				
20	5 Maintenance/Infrastructure: Live Fire Training 21		708,000		708,000
21	Simulator				
22	6 Effectiveness, competitiveness, efficiency: 24		498,900		498,900
23	Instructional Equipment				
24	FY 2010 Total Line Items	13.00	2,887,600		2,887,600
25	Percentage of FY 2009 Appropriation	2.38%	5.26%	0.00%	4.38%
26					
27	Idaho Division of Vocational Rehabilitation				
28	FY 2009 Appropriation	151.00	8,520,900	16,774,100	25,295,000
29	1 New/Expanded Programs: Extended Employment 26		500,000		500,000
30	Funding				
31	2 New/Expanded Programs: Female DOC 29		125,000		125,000
32	Counselor Funding				
33	3 New/Expanded Programs: Expand Outreach 32		35,000		35,000
34	Services				
35	FY 2010 Total Line Items		660,000		660,000
36	Percentage of FY 2009 Appropriation	0.00%	7.75%	0.00%	2.61%
37					

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Agency Summary
Fiscal Year 2010 Line Items
 Grouped by Agency in Priority Order

			FTP	General	Other Funds	Total
	Program/Priority/Line Item	Detail Page				
30	Idaho Public Television					
31	FY 2009 Appropriation		57.00	3,530,300	6,018,300	9,548,600
32	1 New/Expanded Programs: Idaho Experience Documentaries	35	3.00	314,600		314,600
33	2 New/Expanded Programs: Idaho Legislature Live/Multimedia Personnel	38	2.00	120,000		120,000
34	FY 2010 Total Line Items		5.00	434,600		434,600
35	Percentage of FY 2009 Appropriation		8.77%	12.31%	0.00%	4.55%
36						
37	Idaho State Historical Society					
38	FY 2008 Appropriation		49.02	3,347,200	2,342,300	5,689,500
39	1 Effectiveness, competitiveness, efficiency: Community Enhancement Grants	41		50,000		50,000
40	2 Effectiveness, competitiveness, efficiency: Development Director	46	1.00	109,000		109,000
41	3 Effectiveness, competitiveness, efficiency: Records Study	51		60,000		60,000
42	4 Maintenance/Infrastructure: Website Redesign	52		30,000		30,000
43	5 Effectiveness, competitiveness, efficiency: Communications and Marketing Program	55		100,000		100,000
44	6 Effectiveness, competitiveness, efficiency: Collections development and stewardship	59		80,000		80,000
45	7 Maintenance/Infrastructure: Historic Structures Maintenance Craftsperson	62	1.00		39,800	39,800
46	8 Maintenance/Infrastructure: Compact mobile shelving	65		500,000		500,000
47	FY 2010 Total Line Items		2.00	929,000	39,800	968,800
48	Percentage of FY 2009 Appropriation		0.04	27.8%	1.7%	17.0%
49						
50	Idaho Commision for Libraries					
51	FY 2009 Appropriation		45.50	4,269,300	1,596,600	5,865,900
52	1 New/Expanded Programs: Read to Me	67	1.00	650,900		650,900
53	FY 2010 Total Line Items		1.00	650,900		650,900
54	Percentage of FY 2009 Appropriation		2.20%	15.25%	0.00%	11.10%

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AGENCY: Office of the State Board of Education

Agency No.: 501

FY 2010 Request

FUNCTION: OSBE Administration

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.01		Title: Charter Commission Assistant			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.0				2.0
PERSONNEL COSTS:					
1. Salaries	74,756				74,756
2. Benefits	28,485				28,485
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	104,241				104,241
OPERATING EXPENDITURES by summary object:					
1. Communication Services	800				800
2. Employee Development	1,600				1,600
3. In-State Travel	18,000				18,000
4. Out-of-State Travel	2,000				2,000
5. Supplies	100				100
6. Rentals and Leases	5,940				5,940
7. Non-State Employee Expense	3,150				3,150
8. Miscellaneous Expense	1,100				1,100
TOTAL OPERATING EXPENDITURES:	32,690				32,690
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	136,931				136,931
CURRENT ALLOCATION	121,800				121,800
ADDITIONAL FUNDS REQUESTED	15,131				15,131

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

How connected to institution/agency and Board strategic plans:

I.C. § 33-5213(1) It shall be the responsibility and duty of the executive director of the state board of education acting at the direction of the [public charter school] commission to administer and enforce the provisions of this chapter, and the director or his designee, shall serve as secretary to the commission.

Description:

The chart above illustrates the Public Charter School Commission's entire proposed budget for FY 2010. Most of these funds have already been allocated to the Commission; however, they were originally allocated primarily for personnel costs. The chart demonstrates a necessary shift of funds from personnel costs to operating expenditures.

Currently, the Commission has one, dedicated staff person housed in the Office of the State Board of Education. The Commission anticipates that by FY 2010, this staff person will require a part-time administrative assistant. OSBE staff recommends that, to reduce benefit costs and probability of high employee turnover, the Board request expansion of a current group administrative assistant position to a full time position, rather than requesting a second, part time position. Personnel costs representing half of 1 FTE are included in the chart.

The Commission is currently allocated \$111,800 for personnel costs and \$10,000 for operating expenditures. The Commission requests that these existing funds be reallocated to allow for increased operating expenditures while reflecting more accurate personnel costs.

Additionally, the Commission seeks approval of a line item request for an additional \$15,131 for operating costs. This would provide the Commission a total FY 2010 budget of \$136,193, split between personnel costs of \$104,241 and operating expenditures of \$32,690.

The number of public charter school petitions in Idaho is expected to increase due to enhanced technical assistance offered by the State Department of Education and continued expansion of the charter school movement nationwide. Meanwhile, a statewide trend of school districts referring charter school petitions to the Commission for authorization indicates that the Commission will be responsible for the oversight of up to 28 public charter schools by FY 2010. Responsible oversight of these schools will require lengthier Commission meetings and additional in-state travel for required site visits. Additionally, staff workload will increase with the number of petitions considered and schools authorized.

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

\$15,131 is requested for operating costs. See description above for details regarding the need for re-appropriation of existing funds.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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- c. List any additional operating funds and capital items needed.

An existing group position would be increased to 1.0 FTE (full time). The Public Charter School Commission's budget would pay one-half of the salary and benefits for this position. No additional office space or equipment will be required.

3. **Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.**

The additional operating budget would be required on an ongoing basis. The Public Charter School Commission anticipates that it will almost double the number of schools it currently authorizes by 2010, thereby creating a need for administrative assistance for the Charter Schools Program Manager.

4. **Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

The Public Charter School Commission and its staff (1 FTE Charter Schools Program Manager) will be served by this request, resulting in improved customer service and oversight of public charter schools authorized by the Commission. If the request is not funded, Commission staff will not be able to maintain the current level of oversight and speed of customer service due to insufficient manpower.

5. **If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.**

This item was not requested in the FY 2009 budget request.

6. **Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.**

The following graph illustrates anticipated growth in the number of public charter schools authorized by the Public Charter School Commission. Due to increased technical support from the State Department of Education, renewed interest among Idaho's citizens in the establishment of new public charter schools, and a trend toward referral of charter school petitions to the Commission, it is anticipated that the Commission will authorize up to 28 public charter schools by the 2010-2011 school year. Additional funding, particularly for operating expenses, will be required to provide quality oversight of these schools.

School Year	2007-2008	2008-2009	2009-2010	2010-2011
Commission-authorized schools	14	16	20 to 22	24 to 28
New petitions/transfers	4	4 to 6	4 to 6	4 to 6

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Division of Professional Technical Education

FUNCTION: General Programs

ACTIVITY:

Agency No.: 503

Function No.: 02

Activity No.:

FY 2010 Request

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Secondary Added Cost Workload Adjustment					
A: Decision Unit No: 12.01	Title: Adjustment				Priority Ranking 1 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	330,200				330,200
LUMP SUM:					
GRAND TOTAL	330,200				330,200

How connected to institution/agency and Board strategic plans:

Goal 2, Objective 1: Expand high demand training programs identified by advisory councils.

Historically, this is a maintenance level request. This funding request addresses the additional cost of new and expanded programs that have been requested for FY09 by school districts. School districts are required to submit an application to start new programs by February 15. These applications are reviewed by the State Division of Professional-Technical Education (SDPTE) staff to ensure that the proposed program has met the requirements. The secondary workload adjustment formula drives the added-cost funds for all approved professional-technical programs. Since all programs that meet the criteria get to participate in the funding formula, this funding is essential for existing programs to maintain their existing funding levels.

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Performance Measure: Number of Idaho high school professional-technical programs. It is projected that the total number of program units will increase from 778.6 to 812.0.

Description:

Every high school in Idaho (excluding charter schools) has at least one professional-technical program. Nearly every student enrolls in at least one professional-technical program and many enroll in more than one program during their high school experience. The secondary workload adjustment is designed to help pay for the increased added-costs of instruction including extended contracts, travel expenses, purchased services, specialized materials and supplies, new equipment and equipment replacement needs. A total of 812.0 program units are projected for FY 2009; an increase of 33.4 units over FY 2008.

To ensure that existing high school PTE programs are funded at the same level, and the new and expanded programs are funded, the secondary workload adjustment request for FY 2010 is \$330,170.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This was a non-appropriated line item for FY09 ranked as the #1 priority. Each year Idaho high schools submit requests for new secondary professional-technical programs. The IDPTE program managers work with school officials to develop occupational and exploratory programs that are relevant and meet the essential components of an approved PTE program. This request will fund the additional costs incurred based on the new PTE programs requested in FY09 and projected for FY10.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - c. List any additional operating funds and capital items needed.
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Based on requests for new high school professional-technical programs, it is anticipated that the school districts will implement these programs and IDPTE will incur additional demands on funds. This request will provide resources for the additional costs of new

BUSINESS AFFAIRS AND HUMAN RESOURCES
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and expanded PTE programs that have met the requirements and been approved by SDPTE.

The secondary workload adjustment formula drives the added-cost funds for all approved high school professional-technical programs. Since all programs that meet the criteria get to participate in the funding formula, this funding is essential for existing programs to maintain their current funding levels.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This item was a non-appropriated item in the FY 2009 budget. The numbers have changed because this budget reflects two years of program growth at the high school level, whereas the FY 2009 budget request reflected one year of anticipated growth.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Division of Professional-Technical Education

FUNCTION: Postsecondary Programs

ACTIVITY:

Agency No.: 503

Function No.: 03

Activity No.:

FY 2010 Request

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A: Decision Unit No: 12.02		Title: Capacity Building			Priority Ranking 2 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	67,300				67,300
2. Benefits	22,400				22,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	89,700				89,700
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	89,700				89,700

How connected to institution/agency and Board strategic plans:

Goal 2, Objective 2: Maintain quality programs and options available through the technical college system.

This budget request supports increased enrollment in professional-technical programs through the use of a capacity building factor approved by the Board and Legislature. This decision unit distributes funds by a formula that targets areas with greatest need and rewards institutions that make the best use of current funding. These funds will be used to expand existing programs, implement new programs, increase services, and develop distance learning options in order to serve the students enrolled in professional technical programs.

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During FY 2007, 770 Tech Prep students were enrolled at the postsecondary level; an increase of 84 Tech Prep students enrolled in FY 2006. This amount is 10.24% of the number of high school juniors and seniors enrolled in Tech Prep in FY 2007. The number of high school juniors and seniors enrolled in Tech Prep during FY 2006 was 7522. Considering an increase of 84 tech prep students at the high school level, and a transition rate of 10.24%, this would total 8.4 students; rounded to 9.0. The additional 9 students at the \$9,965 amount results in an increased need of \$89,685. Therefore, the Division is requesting \$89,685 for capacity building purposes in FY 2010.

The on-going funding of \$89,685 will be distributed as follows:

Institutions	FTP	Amount
BSU	0.35	19,499
CSI	0.33	18,303
EITC	0.34	18,811
ISU	0.24	12,927
LCSC	0.21	11,485
NIC	0.16	8,660
TOTALS	1.63	89,685

This budget request will assist the technical colleges to maintain and develop new and expanded programs and/or services for the technical college students. This funding is necessary to meet the demands for technical programs to meet student and industry demand. Any new programs will be required to submit a Notice of Intent (NOI) to the State Board of Education as required by SBOE policy. The NOI's are reviewed by the State Division of Professional-Technical Education (SDPTE) staff to ensure that the proposed program has met the requirements.

Performance Measure: Number of postsecondary tech prep students served by Idaho postsecondary professional-technical programs. It is projected that the total number of postsecondary tech prep students will increase 5% from 770 to 808.

Description:

Every high school in Idaho (excluding charter schools) has at least one professional-technical program. Nearly every student enrolls in at least one professional-technical program and many enroll in more than one program during their high school experience. The secondary workload adjustment is designed to help pay for the increased added-costs of instruction including extended contracts, travel expenses, purchased services, specialized materials and supplies, new equipment and equipment replacement needs. A total of 812.0 program units are projected for FY 2009; an increase of 33.4 units over FY 2008.

To ensure that existing high school PTE programs are funded at the same level, and the new and expanded programs are funded, the secondary workload adjustment request for FY 2010 is \$330,170.

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Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This was not requested for FY09 because of postsecondary enrollment numbers. This request is ranked as the #2 priority for FY10. Capacity building has been a regular maintenance and/or line item request for many years. This funding helps to maintain existing levels of programs and student services at the six technical colleges.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - c. List any additional operating funds and capital items needed.
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

This is on-going funding. The distribution is listed on the previous page.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students enrolled in the six technical colleges are being served by this request. This request will provide the needed funding to maintain, develop and expand programs and student services at the technical colleges. The ability of institutions to maintain up-to-date, quality programs is an on-going challenge for the technical colleges.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This item was not requested in the FY 2009 budget because of postsecondary enrollment numbers. The tech prep enrollments have increased and therefore we are now requesting capacity building funds for the six technical colleges.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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**AGENCY: Division of Professional-Technical
Education**

FUNCTION: Related Services

ACTIVITY:

Agency No.: 503

Function No.: 05

Activity No.:

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A: Decision Unit No: 12.3		Title: Proprietary Schools		Priority Ranking 3 of 6	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.0				2.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	127,800				127,800
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:	26,300				26,300
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	154,100				154,100

How connected to institution/agency and Board strategic plans:

Goal I - Objective 6 – Provide workforce development systems with information and resources needed to make informed decisions about education and training.

Description:

The addition of the proprietary school staff will enable the Division of Professional-Technical Education to provide oversight of proprietary schools operating in Idaho.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This is a request for 2 FTP to provide proprietary school oversight. State law requires proprietary schools in Idaho to register and meet certain requirements. Currently there is virtually no oversight or follow-up to the registration process. Requirements in the current law simply cannot be monitored without additional personnel. The legislature appropriated one-time funds for a temporary position to perform oversight during FY 2009. A 1.0 FTP Proprietary Schools Coordinator, .50 FTP Field Investigator and .50 FTP administrative support position would be necessary to provide sufficient oversight of proprietary schools operating in Idaho in subsequent years.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

1.0 FTP Proprietary School Coordinator; .50 Field Investigator; and .50 FTP Administrative Support

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None

- c. List any additional operating funds and capital items needed.

None

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

None

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Customers of proprietary schools that operate in Idaho and proprietary schools that wish to operate in Idaho in the future. If funding is not provided the current and any proposed laws governing proprietary schools could not be monitored nor implemented.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Division of Professional-Technical

Education

FUNCTION: Postsecondary
Programs

Agency No.: 503

Function

No.: 03

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ACTIVITY:

Activity No.:

Postsecondary Program					
A: Decision Unit No: 12.04	Title: Expansion			Priority Ranking 4 of 6	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	11.0				11.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	695,200				695,200
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:	158,000				158,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:	253,500				253,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,106,700				1,106,700

How connected to institution/agency and Board strategic plans:

Goal 2, Objective 1: Expand high demand training programs identified by advisory councils.

Goal 2, Objective 3: Support underserved regions and develop quality programs and services.

Goal 2, Objective 6: Strengthen relationships with industries, agencies, and economic development entities.

Goal 3, Objective 4: Develop professional-technical education programs using industry standards, licensure and certification requirements, and employer expectations.

This budget request would provide funding to begin or expand professional-technical programs in Idaho's six technical colleges. The demand for workers in the professional and skilled trades has been consistent throughout the regions of Idaho. Many of the fastest growing Idaho jobs that are both high demand and high wage are clustered around health care, manufacturing, and

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JUNE 19-20, 2008

technical occupations. Many of these jobs in require a PTE certificate, Associate Degree or specialized training and/or licensure.

Technical education is becoming the new minimum requirement for the majority of jobs in Idaho and the US. The continued success of Idaho's economy depends on an increasing supply of professional and technically trained employees and entrepreneurs. Professional-Technical Education is Idaho's primary source of these workers. The past few years have been challenging for the technical colleges. Budget pressures and low unemployment have resulted in a focus on maintaining existing programs - with limited funding available for growing new programs. As the economy slows, the demand for technical education increase as workers look to upgrade and/or develop their job skills to reflect opportunities in the workplace. This budget request addresses both the expansion of existing programs (nursing and health) and the need to develop new programs based on regional labor market demands (energy systems technicians & dental hygiene). Specific programs that will be targeted include those related to nursing, allied health occupations, energy systems technician, dental hygiene, and medical assistant. Funds for the new programs will be distributed based on applications made to the State Division of Professional-Technical Education. This request would serve Idaho citizens and employers by providing trained workers in high demand occupations. This will provide living wage jobs for Idaho citizens and assist in economic development in the regions of the state. It would also serve the businesses that depend on a trained workforce in order to remain competitive.

Distribution will be as follows:

Institutions	FTP	Personnel	Operating	CapOutlay	Total
CWI	3.0	206,250	43,015	85,000	334,265
CSI	1.0	64,000	5,000	10,000	79,000
EITC	1.0	55,060	3,200	3,500	61,760
ISU	3.0	187,500	33,000	90,000	310,500
LCSC	2.0	128,425	16,750	10,000	155,175
NIC	1.0	54,000	57,000	55,000	166,000
TOTALS	11.0	695,235	157,965	253,500	1,106,700

The new programs will be required to submit a Notice of Intent (NOI) to the State Board of Education as required by SBOE policy. The NOI's are reviewed by the State Division of Professional-Technical Education (SDPTE) staff to ensure that the proposed program has met the requirements.

Performance Measure: Number of students served by Idaho postsecondary professional-technical programs. It is projected that the total number of program FTE will increase from 3808 to 4108.

Description:

Aligning technical program opportunities for students with the demands of the regional workforce is an on-going challenge. This budget request would provide funding to begin or expand professional-technical programs in Idaho's six technical colleges based on regional labor market demands. The demand for workers in the professional and skilled trades has been consistent throughout the regions of Idaho. The request from each institution is included in this document with the exception of Boise State University, Selland College of Applied Technology as is planned to move to the College of Western Idaho in FY10. The programs listed for

BUSINESS AFFAIRS AND HUMAN RESOURCES
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CWI/BSU are important to the growth and expansion of the PTE programs following the move to CWI. Demand for education and training in the fastest growing Idaho jobs that are both high demand and high wage will likely increase throughout the rest of this decade. Many of these jobs will require postsecondary education, but something less than a 4-year degree.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This was a non-appropriated line item for FY09 ranked as the #5 priority. Each year the Idaho Division of Professional-Technical Education works with the six technical colleges to identify programs for expansion that align with regional labor demands. The IDPTE program managers work with school officials to develop occupational programs that are relevant and meet the essential components of an approved PTE program. This request will fund the additional costs for the priority program at each technical college for FY10.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The budget template for each institutional request is included in this document.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

- c. List any additional operating funds and capital items needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students enrolled in the six technical colleges are being served by this request. This request will provide the needed funding to develop and expand programs and student services at the technical colleges. The ability of institutions to maintain up-to-date, quality programs is an on-going challenge for the technical colleges.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This item was a non-appropriated item in the FY 2009 budget. The attached information provides information on changes in priorities at the institutional level.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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College of Western Idaho – Program Expansion Request FY 2010

AGENCY: Professional-Technical Education
FUNCTION: Postsecondary
Programs

Agency No.: 503
 Function
 No.: 03

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ACTIVITY:

Activity No.:

A: Decision Unit No:	Title: Nursing			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				
PERSONNEL COSTS:					
1. Salaries	165,000				165,000
2. Benefits	41,250				41,250
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	206,250				206,250
OPERATING EXPENDITURES by summary object:					
1. Travel & Professional Dev	13,015				13,015
2. Supplies and Materials	30,000				30,000
TOTAL OPERATING EXPENDITURES:	43,015				43,015
CAPITAL OUTLAY by summary object:					
1.	85,000				85,000
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	334,265				334,265

The Larry G. Selland College of Applied Technology at Boise State University will transfer to the College of Western Idaho effective FY10. With the creation of CWI, it was the intent of Boise State University to no longer deliver professional-technical education programs and services. Therefore, CWI requested and was approved the designation as the technical college for the Region III service delivery area. This update submitted to the Idaho Division of Professional-Technical Education Strategic Plan for the Selland College has been developed in collaboration with CWI and represents CWI's plans for professional-technical education in FY10.

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College of Southern Idaho – Program Expansion Request FY 2010

AGENCY: Professional-Technical Education
FUNCTION: Postsecondary
Programs

Agency No.: 503
 Function
 No.: 03

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ACTIVITY:

Activity No.:

Allied Health On-Line					
A: Decision Unit No:	Title: Development			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				
PERSONNEL COSTS:					
1. Salaries	50,000				50,000
2. Benefits	14,000				14,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	64,000				64,000
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials	5,000				5,000
TOTAL OPERATING EXPENDITURES:	5,000				5,000
CAPITAL OUTLAY by summary object:					
1. hardware/software	10,000				10,000
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	79,000				79,000

How connected to institution/agency and Board strategic plans:

PTE Goal 1.1

Promote initiatives that improve the quality of professional-technical education in Agriculture Science and Technology, Business and Office Technology, Career Guidance, Emergency Services Training, Family and Consumer Sciences, Health Professions, Trade and Industry, and Workforce and Technical Training.

PTE Goal 2.2

Provide distance learning opportunities to expand workforce development training.

CSI Goal 1.1

Provide access to CSI programs, resources, and services.

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CSI Goal 2.1.7

Employ innovative and effective instructional strategies.

Rationale for Allied Health On-Line Development

The College of Southern Idaho currently participates in the use of curriculum through Lewis-Clark State College for the delivery of Introduction to Allied Health ALLH202. The curriculum is delivered on-line in asynchronous fashion via “Web-CT” technology. The College of Southern Idaho proposes to develop a similar curriculum that can be delivered in an on-line environment using its current version of Black Board as the delivery platform. Although “Web-CT” and Black Board are owned by the same parent company, they are not compatible and material cannot be imported or exported between the two platforms, necessitating the proposed course design.

With the ability to deliver ALLH 202 over Black Board, CSI will be able to significantly increase the student count for those participating in the course, both within our eight-county service region and in affiliation with other educational entities such as the Idaho Digital Learning Academy. Material and personnel costs to develop the course, as well as staffing costs to support increasing student enrollment, are both included in a line item of \$79,000 to fund this project.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Division of Professional-Technical Education

FUNCTION: General Programs

ACTIVITY:

Agency No.: 503

Function No.: 02

Activity No.:

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A: Decision Unit No: 12.05		Title: Live Fire Training Simulator			Priority Ranking 5 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Live Fire Simulator					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	708,000				708,000
LUMP SUM:					
GRAND TOTAL	708,000				708,000

How connected to institution/agency and Board strategic plans:

This mobile live-fire training and testing simulator will provide the equipment and technology needed to train and test structural firefighters to meet the current industry standards. Goal 3, Objective 5 (SBOE 3-4).

Description:

The Division of Professional Technical Education (PTE) provides resources for the training of emergency service personnel across the state. The National Fire Protection Association (NFPA) Standard #1001 for firefighter qualification was updated in 2002 and now requires the ability to provide live-fire training and testing. This request would provide new equipment to meet the new NFPA Standard. The equipment would be housed at one of the technical colleges and would be moved around the state to provide training for the fire service community.

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JUNE 19-20, 2008

Fire departments in many Idaho communities have attempted to provide live-fire training for their personnel using acquired structures. This practice is becoming increasingly more difficult due to environmental regulations. It is also very dangerous because it is extremely difficult to effectively control a fire's behavior inside ordinary construction once it has been set. Nationwide, a dozen or more firefighters are killed or seriously burned in live-fire training accidents every year.

More than 80% of the fire protection in Idaho is provided by volunteers or paid-per-call personnel who protect their communities with little or no compensation for their services. This request would provide them with the training and testing necessary to do their jobs safely.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is for a one-time purchase of \$708,000 for a mobile live-fire training simulator.

Live-fire training is needed to better prepare firefighters to safely and effectively respond to fire emergencies and protect the lives and property of Idaho's citizens. It will allow Professional-Technical Education to provide realistic training that is compliant with Nationally-recognized Standards. The majority of Idaho's fire service does not have access to this type of training. Many of Idaho's volunteer fire departments are unable to send their personnel to attend this training due to cost and work schedules that require access only on weekends or evenings. The training also needs to be located conveniently to minimize travel time and expense.

The coordination of this training will be handled by existing staff in the Emergency Services Training section of Professional-Technical Education. There is no funding for this training in the existing base.

2. What resources are necessary to implement this request?

In FY2010 there are no other resources needed beyond the one-time purchase of the Live-Fire Training Simulator. However, ongoing operating expenses will be needed in the future. It is anticipated that this funding would be requested in FY2011.

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JUNE 19-20, 2008

In FY 2011 it is estimated that \$264,700 will be needed to cover the annual operating costs of fuel, maintenance, supplies, and other instructional costs incurred while providing live fire training with the mobile simulator. It is a possibility that the ongoing operating expenses could be covered in cooperation with the Idaho Fire Marshall's Office.

The operating budget will begin in 2011 because there is a twelve-month waiting period while the training simulator is manufactured.

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

\$90,200 is needed for one FTP to transport and operate the live-fire training simulator.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None

- c. List any additional operating funds and capital items needed.

\$174,500 in additional funds will be needed beginning in FY 2011 to cover the annual operating costs of fuel, maintenance, supplies, and other instructional costs incurred while providing live fire training with the mobile simulator.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

None

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This live-fire training simulator is designed to meet the training requirements of Idaho's structural firefighters, allowing them to safely and realistically train to protect the lives, and property of Idaho's citizens. If funding is not secured for this initiative, firefighters will not be adequately trained or prepared to safely perform their firefighting and property conservation duties for the citizens of Idaho.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Division of Professional-Technical Education

FUNCTION: Postsecondary Program

ACTIVITY:

Agency No.: 503

Function No.: 03

Activity No.:

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A: Decision Unit No: 12.6		Title: Instructional Equipment			Priority Ranking 6 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Various					
TOTAL CAPITAL OUTLAY:	498,900				498,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	498,900				498,000

How connected to institution/agency and Board strategic plans:

This decision unit meets the Professional-Technical Education's Strategic Plan 2005-2009 Goal 1. Quality – Provide leadership and technical assistance that will continually improve the quality of Idaho's professional-technical education system.

Description:

This request addresses ongoing requirements to provide state of the art equipment and technology to insure that instruction and training is current with business and industry certification standards. Many of the teaching laboratories in the technical college system are quickly becoming outdated as industries and technologies evolve. The technical colleges must keep their instructional equipment current in order to provide quality industry relevant training necessary to compete in a global marketplace.

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Distribution will be as follows:

BSU	\$100,293
CSI	\$ 76,057
EITC	\$ 67,549
ISU	\$140,965
LCSC	\$ 55,536
NIC	\$ 58,501

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is submitted in an effort to sustain the level of training that is needed by graduates as they compete for jobs following graduation. The percentage of budget dedicated to instructional equipment has steadily declined from FY 1997 levels of 6.3% to a low of 2.2% in FY 2009. This request would increase the percentage of budget dedicated to instructional equipment to 4%. Last year's one time appropriations, although definitely needed and beneficial, did not ensure the ongoing need to maintain state of the art instructional equipment. Funds will be distributed based on the institution's relative FY 2009 instructional base.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. None

Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. None

- b. List any additional operating funds and capital items needed. None

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

None

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students enrolled in postsecondary professional-technical education programs.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Division of Vocational Rehabilitation

Agency No.: 523

FY 2010 Request

FUNCTION: Extended Employment

Function No.: 05

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.01		Title: Extended Employment Funding			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1.					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	500,000				500,000
LUMP SUM:					
GRAND TOTAL	500,000				500,000

How connected to institution/agency and Board strategic plans:

Strategic Plan Goal II:

This request will increase access of services for the significantly disabled served by the Extended Employment Services program. With the additional funds, approximately 125 individuals will be removed from the waiting list based on an average cost of \$4,000 per individual per year.

Performance Measure: Number of clients added to the program from the waiting list. The additional T&B funds will remove 125 people from the waiting list.

Benchmark: One individual per \$4,000 annually.

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Description:

The Extended Employment program provides long term support for significantly disabled individuals. This program has been managed by IDVR for the last three years, having been transferred from Health & Welfare. Support is provided by oversight within a protected environment or by job coaches at a job site in the community, providing any necessary support from a few hours per week to full time support giving job training to the employee and insuring the employer of work task completion. This program is important to maintain as studies have shown that individuals who maintain employment need fewer state and federal support services.

The most significant challenge facing the program is a matter of resource shortage.

Since IDVR began management of the program:

- Employment placement has increased by over 30%, from approximately 900 to 1,176 in 4 years.
- The waiting list has increased by nearly 60% from 175 to approximately 300 individuals in 4 years.
- Approximately 240 individuals have been moved off the waiting list in the last year.

Growth in the waiting list is related to several factors: rapid state population growth, a better managed program with an improving reputation, and a backlog of pent up demand for the employment services.

In order to eliminate the current waiting list, funding of \$1.2 million dollars is needed, but significant progress can be made by an addition of \$500,000 to the program.

- Focus area 1: Shifting the program toward community supported employment, about 10% less expensive than supported employment in a customized, protected environment.
- Focus area 2: Moving clients more rapidly through the system.

The second significant challenge is that the number of providers of service recently grew from 22 to 30 providers with the number expected to further increase over the next few years. The new providers do not have funds designated to provide services to our clients since present resources could only be taken from long-standing providers for redistribution to the new providers. An increase in funds will allow for the use of new providers as individuals needing support choose these providers for their employment support.

IDVR will continue to seek service improvements through various methods such as the recent Round Table discussion established among representation from IDVR, Co-Ad, the DD Council, the Idaho Association of Community Rehabilitation Programs, the Vocational Providers of Idaho, and the State Independent Living Council.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

\$500,000 of Trustee & Benefit funding to provide additional resources to Community Rehabilitation Providers to reduce the number of clients on the waiting list. With the average annual cost per client of \$4,000, the Division will be able to move 125 or 40% of the clients off the waiting list. Since its transfer to the VR, the program's waiting list has grown from 175 to 300, a growth of nearly 60% in four years. The Extended Employment program provides long term support for significantly disabled individuals. This program is important

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to maintain as studies have shown that individuals who maintain employment need fewer state and federal support services.

The agency currently has 2 FTPs for this activity with \$4,321,200 of State General Funds in the base.

2. What resources are necessary to implement this request?

\$500,000 of State General Funds

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

No new positions requested.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Current staff in this program will implement and monitor progress.

- c. List any additional operating funds and capital items needed.

No additional operating funds or capital items needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

This is an ongoing request for \$500,000 of State General Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Clients on the Extended Employment Services waiting list – VR's most significantly disabled individuals – would be served. The Division would remove 125 clients off the waiting list and into a program to provide long-term, supported employment. If this is not funded, there will be no reduction in the current waiting list, meaning no vocational service access for the target individuals, therefore, clients will continue to require the use of VR and other state and federal support services.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

n/a

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Division of Vocational Rehabilitation

Agency No.: 523

FY 2010 Request

FUNCTION: Vocational Rehabilitation

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.02		Title: Female DOC Counselor Funding		Priority Ranking 2 of 3	
	21%		79%		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1.					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	26,250		98,750		125,000
LUMP SUM:					
GRAND TOTAL	26,250		98,750		125,000

How connected to institution/agency and Board strategic plans:

Goal I and II:

Funding for providing services to female offenders is tied to the Board's strategic plan in Goal I and Goal II. First the funding will provide access to female offenders that easily could be lost in the system without the targeted program.

The quality of services will be noted by a reduction of recidivism rate for the offender receiving services from this funding structure.

Performance Measure: One counselor will provide services to an additional 125 female offenders over the course of one year.

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Bench Mark: The average counselor in IDVR is able to rehabilitate 30 individuals returning them to the workforce with gainful employment. This position will produce a result of 20 successful rehabilitations the first year and move up to 30 rehabilitations by the third year.

Description:

The Idaho Division of Vocational Rehabilitation (IDVR) is in need of a dedicated vocational rehabilitation counselor for female offenders eligible for IDVR services and due to be released from incarceration within a year of determining eligibility for services. Idaho offenders eligible for IDVR services made up nearly 20 percent of our successful rehabilitations in federal fiscal year 2007. This figure has increased in recent years. In general one of our counselors requires about \$125,000 per year for a full caseload of about 125 clients. The funds are used for the direct purchase of services and goods that will lead to full time gainful employment. Examples of expenditures might include, school tuition, psychological therapy, short term training, clothes, tools, transportation costs, and other like services. The number of successful rehabilitations of an average counselor is 30 per year. An average client receives services for about 30 months before the case is closed in a successful employment status and no further services needed. Based on research, vocational stability is one of the key characteristics needed for success for offenders after release. The average income of an offender receiving services from IDVR is competitive in the labor market.

IDVR has had a long and successful working relationship with the Idaho Department of Corrections (IDOC). Several of our counselors work exclusively with correction clients. One of the key elements for reducing recidivism is stable and career oriented employment. When we are successful with a vocational rehabilitation, the state is well served in bringing social stability for the offender and a savings of significant cost by the reduction of offenders that may recidivate without the vocational services.

At the present time, there is a lack of vocational rehabilitation services for female offenders and the Department of Corrections has requested that we provide a dedicated counselor to the female offender population in the Treasure Valley. Though we could provide the FTP, IDVR is unable to provide the funding as resources used for client costs statewide are limited. IDOC is also unable to provide the necessary funds. Adding the cost from our present resources would jeopardize services on a statewide basis potentially causing the development of a waiting list due to the fund shortage referred to as an Order of Selection. The request for the funds is that they be exclusively state resources, as the agency is receiving all the federal funds available for Idaho. The federal funds have been limited in the last two years from the normal legally mandated COLA increases needed to keep up with standard inflationary costs. The COLA has been withheld due to disagreements between the Administration and Congress resulting in continuing resolutions for stagnant funding adding a financial burden to the state agencies. No additional FTP or office costs are requested with this line item as they will be shared between IDVR and IDOC.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
\$125,000 of Trustee & Benefit funding to provide a client services budget for a vocational rehabilitation counselor dedicated to the female offender population.
IDVR has 151 FTPs.
T&B General Fund base: \$1,564,600

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T&B Federal Fund base: \$6,797,200

2. What resources are necessary to implement this request?

Only the requested funds to provide case service expenditures. Other infrastructure needs will be provided by the Department of Corrections through current agreements.

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

No new positions are requested.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

One FTP is redirected to this task. No other operational impact.

- c. List any additional operating funds and capital items needed.

n/a

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

The budget request is an ongoing cost.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The individuals served by this request will be upwards of 150 female offenders per year. It is often a difficult population to serve with frequent failure. IDOC and IDVR work together with these cases. Without the requested funds fewer eligible female offenders from the Department of Corrections will receive services from IDVR. The impact may be noticed in recidivism and less stability for the female offenders released from prison.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

n/a

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Division of Vocational Rehabilitation

Agency No.: 523

FY 2010 Request

FUNCTION: Epilepsy Services

Function No.: 03

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.03		Title: Expand Outreach Services			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1.					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	35,000				35,000
LUMP SUM:					
GRAND TOTAL	35,000				35,000

How connected to institution/agency and Board strategic plans:

Goal: This request supports the State Board of Education goal I of quality & II for access...

Through the provision of the services quality of life for many with epilepsy will be improved remediation of negative impacts of seizure disorders. In addition under the second goal many adults and students will receive services not otherwise available from other sources.

The performance measure is the delivery of in-services, adjustment counseling for individuals and families, employer information, and referrals for additional information and medical advice.

The benchmark is the decrease in reporting of deleterious problems related to seizure disorders in schools and places of work.

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Description:

The Epilepsy Foundation of Idaho has contracted with IDVR since 1991 to provide epilepsy services in all Idaho counties excluding Ada County. Trained staff provide an array of services including adjustment counseling, education, and referrals to individuals with epilepsy and their families. Foundation staff provide training to employers, in-services to schools and serve as experts to any group or individual affected by someone with a seizure disorder. Approximately one to 1.5 percent of youth have epilepsy and about one percent of most of the adult population are afflicted with the condition. By age 70 about three percent of the population will have a diagnosis of epilepsy. For the fourth consecutive fiscal year, the cost of Idaho epilepsy services has exceeded the contracted funds. These changes are largely due to inflation and increased personnel costs.

Cost of Services in Excess of Contract:

FY 2005	\$27,938 over contract
FY 2006	\$34,755 over contract
FY 2007	\$38,000 over contract

In prior years The Epilepsy Foundation of Idaho has subsidized these costs through donations from the private sector and special event fundraisers. As donations are becoming more and more difficult to achieve, a funding increase of \$35,000 in the contract amount is being requested to more closely reflect actual costs.

The Foundation will continue to seek private funds and increase fundraising efforts as well to continue to subsidize these services.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

\$35,000 to continue outreach services to citizens of the State of Idaho. Funds spent in prior year for outreach services exceeded the contract by \$45,056. This shortfall has been met by reserve funds and private partnerships but reserves are depleted and it is not feasible to continue the subsidy at this level.

Total staffing is 1.75 FTPs for three offices: .75 FTP in Idaho Falls; .50 FTP in Coeur d'Alene; and .50 FTP in the Treasure Valley (not in Ada County). Base is \$70,300, all General Funds.

2. What resources are necessary to implement this request?

\$35,000 of State General Funds to fund Trustee & Benefits.

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

No new positions needed.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No human resources will be shifted.

- c. List any additional operating funds and capital items needed.

n/a

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3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

This is an ongoing request for \$35,000 of State General Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested?

Individuals and families from the areas of Eastern Idaho, the Treasure Valley, and Northern Idaho will receive the services. About two thirds of the services from the foundation are directed towards youth especially within schools. In-services, information and referrals are provided to schools, bus drivers, employers, families, and individuals. With the provision of the services the impact of a seizure disorder is expected to be significantly decreased in its normal deleterious effect for individuals.

If this request is not funded who and what are impacted?

An assessment will be made regarding the viability of keeping at a minimum the Coeur d'Alene office open for services. Without the funding in-services to schools, adjustment counseling for individuals and families, and information for employees with seizure disorders on the job will not have services. When education regarding epilepsy is not available for children there is often ridicule, abuse, and general misunderstanding. Such treatment often leaves children psychologically scarred for years resulting in lower performance in school and social settings. Untreated, vocational deficits may also result in yielding a lower standard of living and a greater reliance on public services provided by the taxpayers. Epilepsy is a condition that is not easily understood without trained personnel to provide the complex information of the various seizure conditions.

5. If this is a high priority item, list reason non-appropriated Line Items from FY2009 budget request are not prioritized first.

n/a

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Idaho Public Television

Agency No.: 520

FY 2010 Request

FUNCTION: Idaho Public Television

Function No.: 01

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No.

A: Decision Unit No: 12.01		Title: Idaho Experience			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				3.00
PERSONNEL COSTS:					
1. Salaries	127,749				127,749
2. Benefits	55,397				55,397
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	183,146				183,146
OPERATING EXPENDITURES by summary object:					
1. Professional Services	55,000				55,000
2. Administrative Services	10,000				10,000
3. Travel Costs/Specific Use Supplies	32,000				32,000
TOTAL OPERATING EXPENDITURES:	97,000				97,000
CAPITAL OUTLAY by summary object:					
1. Computers	4,500				4,500
2. Vehicle	30,000				30,000
TOTAL CAPITAL OUTLAY:	34,500				34,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	314,646				314,646

How connected to institution/agency and Board strategic plans:

Goal 1.1. The SBOE Goal 1 of Quality is to continuously improve the quality of educational services to Idahoans. IdahoPTV's goal is to increase the amount of channel hours of IdahoPTV-produced programming and Idaho-specific productions.

Description:

For the 2009 legislative session, Governor Otter recommended funding for the Idaho Experience Line Item request. IdahoPTV is again requesting funds and personnel to create a television multi-media series that would examine our state's rich legacy of historical events. This on-going effort would have an extensive Web site component and be aligned with Idaho school curriculum. Similar to the PBS program, THE AMERICAN EXPERIENCE, the series would be produced in a collaborative effort with the Idaho Historical Society and other educational institutions.

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Questions:

1. What is being requested and why?

Idaho Public Television is committed to presenting Idaho historical stories in a way that preserves and enhances our heritage. Toward that end, we propose to produce two documentaries and related Web sites annually, in the tradition of PBS' AMERICAN EXPERIENCE or AMERICAN MASTERS, and to make them available to students, teachers and the Idaho public.

To date, there are no other known efforts to produce comprehensive multi-media documentaries about influential Idahoans and the forces that shaped our state, similar to what was accomplished with our 2007 ASSASSINATION: IDAHO'S TRIAL OF THE CENTURY.

That award-winning documentary was made possible through the persevering efforts of private individuals and corporations, who helped raise \$100,000 specifically for that project. The hour-long program has aired numerous times throughout the state. Enhanced DVDs have been sent to Idaho's public schools and the award-winning Web site is available to students and researchers alike. It is becoming the repository of information for that important period in Idaho's history.

Using ASSASSINATION as a template, each new documentary will be broadcast several times throughout the state, with unlimited off-air record rights for educational institutions. Enhanced DVDs and web-based media of the programs will be available to the Idaho Commission for Libraries for circulation to libraries throughout Idaho via interlibrary loan. The documentaries will be closed-captioned for the hearing impaired and a companion Web site will be developed to take the program beyond the television screen and enhance educational opportunities for Idaho's teachers and students.

Working together with the Idaho State Historical Society and Idaho's universities and colleges, we will help to conserve Idaho's heritage by preserving valuable, unique documents and artifacts that are presently stored in the partners' collections but are unusable because of their fragile condition.

Idaho Public Television believes this project will generate excitement to produce other Idaho Experience documentaries. In addition to State of Idaho contributions to this effort, Idaho Public Television will seek additional resources to enhance and expand this effort to beyond the two annual program topics.

What is the agency staffing level for this activity and how much funding by source is in the base?

N/A

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Web Developer, pay grade L, full-time classified, anticipated hire date July 1, 2009, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367.

PTV Writer/Reporter/Producer, pay grade L, full-time classified, anticipated hire date July 1, 2009, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367.

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PTV Director/Videographer, pay grade J, full-time classified, anticipated hire date July 1, 2009, salary cost estimated at \$34,299; benefited with benefit costs estimated at \$16,663.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The primary human resources that will be redirected are portions of time from the Executive Producer and Production Manager for oversight of the series. In addition, existing technical/engineering, promotional and administrative (primarily fiscal) personnel support. The series will utilize existing field camera equipment, studios, production control, and editing suites. A vehicle would be needed to ensure travel was possible.

- c. List any additional operating funds and capital items needed.

IdahoPTV will need new computers for use by the new positions along with workspace modifications. A vehicle is listed to accommodate the travel that will be needed. This series will be filmed throughout Idaho and some limited out-of-state locations.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The population of Idaho would be impacted most. There are historical issues unique to Idaho that should be documented for a viewing audience. Idaho schools would be benefitted by the extensive Web site planned for this series and DVDs, web streaming, and on-air programming would be distributed by IdahoPTV. Certain programs from this series may have regional and national broadcast potential.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

N/A

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AGENCY: Idaho Public Television

Agency No.: 520

FY 2010 Request

FUNCTION: Idaho Public Television

Function No.: 01

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

Idaho Legislature Live/Multimedia					
A: Decision Unit No: 12.02	Title: Personnel			Priority Ranking 2 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS:					
1. Salaries	75,845				75,845
2. Benefits	34,924				34,924
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	110,769				110,769
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Computers	7,000				7,000
2. Office equipment	2,200				2,200
TOTAL CAPITAL OUTLAY:	9,200				9,200
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	119,969				119,969

How connected to institution/agency and Board strategic plans:

Goal 1.3. The SBOE Goal 1 of Quality is to continuously improve the quality of educational services to Idahoans. IdahoPTV's goal is to provide an increasing amount of channel hours of Idaho-specific programming each year.

Goal 2.5. The SBOE Goal 2 of Access is to improve citizen's ability to participate in the educational services provided by the State Board of Education. IdahoPTV's goal is to increase each year access to governmental and civics related educational services that will contribute to a well-informed population and increase the amount of available channel hours of Idaho civics-related programming.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

As a result of S1491 (2006), IdahoPTV was directed to oversee (in partnership with Legislative Services and the Department of Administration), Idaho Legislature Live coverage on the Web and broadcast.

Idaho Legislature Live currently includes gavel-to-gavel coverage of the Idaho House, Senate and Joint Finance – Appropriations Committee (JFAC). Beginning with the 2010 Legislative Session, the coverage will move from the current Annex Building location back to the remodeled Idaho State Capitol. It is anticipated that the coverage will expand to include basic video coverage of all committees that will be distributed via the Web. The coverage will be similar to the current coverage of JFAC.

Since its inception, IdahoPTV has self-funded entirely the operational costs required to provide Idaho Legislature Live coverage. This has included personnel costs and regular operating expenses.

IdahoPTV requests two positions to assist with this coverage and to be available to enhance our new media activities at times when Idaho Legislature Live is not active. We believe that it is only reasonable that the state assist with a portion of the operational costs for this service that benefits citizens statewide. IdahoPTV will continue to provide additional in-kind personnel and basic operating cost to enable Idaho Legislature Live coverage including production management, engineering maintenance, Web site management and information technology support. We cannot maintain the current level of service indefinitely.

When Idaho Legislature Live functions are not active, the requested positions will work on IdahoPTV new media initiatives including content creation and archiving of content.

Questions:

1. What is being requested and why?

For the first two years of coverage, no state funds were made available to cover the personnel costs associated with the Idaho Legislature Live coverage. These activities were funded with non-state resources. We request these funds to ensure sustainability of the Idaho Legislature Live initiative and to allow for the expansion of committee coverage.

What is the agency staffing level for this activity and how much funding by source is in the base?

N/A

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Web Developer, pay grade L, full-time classified, anticipated hire date July 1, 2009, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367.

PTV Digital Broadcast Systems Operator, pay grade I, full-time classified, anticipated hire date July 1, 2009, salary cost estimated at \$29,120; benefited with benefit costs estimated at \$15,557.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

If funded, IdahoPTV will continue to redirect the efforts of the following personnel to this effort:

-Broadcast System Operator:	To supervise the requested 2 positions.
-IT Systems Supervisor:	To maintain current IT systems.
-Broadcast Maintenance Engineer:	To maintain current camera systems.
-Production Manager:	To supervise the project.

- c. List any additional operating funds and capital items needed.

IdahoPTV will need new computers for use by the new positions along with workspace modifications.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The entire population of Idaho will benefit. Idaho Legislature Live is available via digital television and on the Web.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Idaho State Historical Society

Agency No.: 522

FY 2010 Request

FUNCTION: Historical Society

Function

No.: 01

Page 1 of 5 Pages

ACTIVITY: Administration

Activity No.: 01

Original Submission X
 or Revision No. ____

Community Enhancement					
A: Decision Unit No: 12.01	Title: Grants			Priority Ranking 1 of 8	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1.					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$50,000				\$50,000
LUMP SUM:					
GRAND TOTAL	\$50,000				\$50,000

How is this proposal connected to institution/agency and Board strategic plans:

ISHS Mission Statement: "ISHS preserves and promotes Idaho's cultural heritage"

ISHS Goal 1

Customer Service: **Provide access and high quality customer service to all Idahoans.**

Relationship of this ISHS Goal to SBOE Goals: This goal aligns with all of SBOE's goals: "quality," "access," and "efficiency."

SBOE Category: Enhancements for improved effectiveness, efficiency, and competitiveness.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Idaho state statutes that connect to this proposal: “The board shall be responsible for administering the powers and duties required to preserve and protect any historical record of the history and culture of Idaho.” (67-4123).

Preserving Idaho’s history is at the very core of both the society’s statutory authority and its vision and goals. The Community Grants program is the most efficient and accessible method that the society has to encourage the preservation of Idaho’s history. One of our four Strategic Plan goals is to enhance customer service. To that end, ISHS in 2007-08 initiated a series of community forums around the state. These have been attended by 20-50 people each in more than half a dozen communities so far. Overwhelmingly, people have told us that what they most need from ISHS to assist them with their preservation efforts is a source of funding to help with special projects and preservation and conservation requirements. We have structured our Community Grants program to address the needs we have heard described from around the state.

The society cannot preserve the entire state’s history from a central location in Boise. It needs strong and vibrant partners in all parts of the state to do so. Providing professional and financial assistance to our partners through the Community Grants program meets our mission statement, one of the highest priorities of our strategic plan, and our statutory authority requirements. It also assists us in meeting all four of SBOE’s goals.

Description:

From FY 2002-2006, ISHS annually invested \$50,000 in T/B payments through a community grants program to assist communities and organizations in their commemoration of the Lewis and Clark bicentennial. Upon the conclusion of the bicentennial, ISHS in FY 2007 and 2008 annually expended \$50,000 in T/B payments through a statewide community grants program. These funds went to historical societies, museums, schools, historic preservation commissions and other groups for a wide diversity of projects that helped the society to meet its statutory authority by assisting in the preservation of local history. Funds have been used to purchase preservation equipment and curatorial supplies, develop exhibits, create signage, enhance storage facilities for artifacts, fund oral history projects, and in other ways to aid our partners in the preservation of Idaho history. In FY 2008, the society awarded 29 grants at an average of \$1,724 per grant. While the grants are small, they do tremendous good in organizations that are often run by an all volunteer force that knows how to stretch dollars for maximum efficiency. For FY 2009, the legislature provided an additional \$30,000 in one-time funds for this program and ISHS will award \$80,000 in Community Grants. For FY 2010 we are requesting an additional \$50,000 so that we can award \$100,000. This is a small amount of money for a statewide grant program, but we have already seen dramatic improvements in historic preservation/education/interpretation in communities throughout Idaho because of the influx of a modest amount of funding.

Questions:

- 1) What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?**

In order for ISHS to meet its statutory obligations of preserving and interpreting the entire state’s history, and in order to assist our many partners throughout the state, it needs to have the resources to provide assistance to communities throughout Idaho in their preservation and interpretation efforts. Currently \$50,000 is in the society’s

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

base for T/B Community Grants. This line item seeks an additional \$50,000, for a total of \$100,000.

Most of Idaho's county historical societies, preservation commissions, and museums are run entirely by volunteers, often on extremely limited budgets. In order for the Idaho State Historical Society to enhance its connections throughout the state, we hosted 7 Community Forums and two focus group discussions in 2007 and 2008. These Forums/Focus Groups were held in Jerome, Rupert, Hailey, Moscow, Coeur d'Alene, Cottonwood, Franklin, and Weiser. The key message that we heard throughout the state is that many of our small museums struggle and what they needed from us was funding and support. This is further validated by a 2007 study by the Idaho Association of Museums, with 41% of the respondents indicating a budget of less than \$25,000 annually. Yet these are the organizations that are the keepers of much of our state's history. They collect and preserve invaluable photographs and manuscripts, oral histories, reminiscences, unique artifacts, ledgers and records, and much more.

ISHS has seen the value that a small amount of funding can bring to these preservation efforts. In Mackay, community volunteers and crafts people are turning a \$1,500 grant into exciting new exhibit cases that will not only better exhibit artifacts in the town's museum, but also better preserve them. Had these cases been purchased instead of made by volunteers, they would have cost many times as much. In Sandpoint, the Bonner County Historical Society is using an all-volunteer but highly talented work force to digitally archive the *Priest River Times*, at a cost of only \$856, preserving the entire newspaper record of one of Idaho's towns. The Twin Falls Historical Society is using a \$1,000 grant to preserve the Bisbee photo collection, one of the most significant photo collections in the state. Time and again, local people with a passion for historic preservation have demonstrated that, if ISHS can provide them with just a minimal amount of funding, they can use that money to dramatically enhance the preservation of our state's rich heritage.

2) What resources are necessary to implement this request?

- A) List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.**
- B) Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.**
- C) List any additional operating funds and capital items needed.**

Associate Director/State Historian Keith Petersen has directed the distribution of T/B payments through Community Grants since the initial funding period in FY 2002, and will continue to coordinate this effort.

Petersen's position is currently under reclassification consideration at DHR. However, as of the date this is written, Petersen is hired as a Project Coordinator at pay grade 39. He is a full-time employee with full benefits. He spends approximately 15% of his time on the Community Grants program, including pre-approval work with organizations and follow up consultations, as needed. The funds are administered from the society's Fiscal Office, and no additional staffing will be required to continue the project at this slightly higher level of funding.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

No additional staffing will be required nor will any existing human resources need to be redirected. This program is already part of ISHS's existing operations. No additional operating funds or capital items will be required. This request is for an enhancement of an existing program that will dramatically improve preservation efforts in the state, but the request is modest enough that it will not substantially increase the work load of ISHS existing staff.

- 3) Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.**
- 4) Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

Every community in the state can potentially be served by this program. While certainly not every community can be assisted every year with this modest program, over the course of time, it can have a dramatic impact on the preservation of the state's history. Idaho lags far behind most states in terms of the funding provided for preservation and interpretation efforts in communities. This proposal helps to fill a need that has been apparent for decades. ISHS will, beginning in FY 2009, require match for all grants awarded, either cash or in-kind. Therefore, the \$80,000 invested in FY 2009 will result in at least \$160,000 in preservation efforts. But in reality, we find that most of our grants are matched by services and cash that amount to 3-4 times more than the initial investment. Volunteers in our local preservation organizations truly know how to stretch dollars. Thus, this modest investment will have very significant impact.

ISHS has worked collaboratively very closely with Idaho Heritage Trust in this grants program. We have and will continue to make every effort to enhance that preservation program and not duplicate its services (IHT primarily funds projects to help preserve structures, and we fund programmatic efforts).

If funding is not provided, preservation efforts in the state will continue to suffer. For example, in FY 2008, ISHS provided a \$2,221 grant to the Cambridge Museum for computer equipment for collection management. Cambridge Museum is an all-volunteer organization that, through years of dedicated efforts by highly motivated and competent volunteers, has developed one of the richest local history archives in the state. Every month, Idahoans and people from out of the state contact the Museum for family and community history information. This modest investment in computer equipment will allow the volunteers at the Museum not only to develop data bases to more efficiently answer such inquiries, but also to spend more of their time gathering more of the rich records from cemeteries, newspapers, businesses, and organizations that provide this facility with its invaluable historical archive. This is the type of work that is being done throughout the state, and can be enhanced with the investment of very small amounts of money.

- 5) If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

In FY 2009 we requested a \$150,000 enhancement to the T/B Community Grants program, and we received a one time increase of \$30,000. That was ISHS's third highest priority in FY 2009. This is a continuation of a program, not a replacement of one project highly prioritized in a previous year with a new program highly prioritized for FY 2010.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

The Idaho Association of Museum Study is available for review in the attachment file: item 1

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Idaho State Historical Society

Agency No.: 522

FY 2010 Request

FUNCTION: Historical Society

Function

No.: 01

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ACTIVITY: Administration

Activity No.: 01

Original Submission X
 or Revision No. ____

A: Decision Unit No: 12.02	Title: Development Director			Priority Ranking 2 of 8	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				
PERSONNEL COSTS:					
1. Salaries	\$75,000				\$75,000
2. Benefits	\$25,000				\$25,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$75,000				\$75,000
OPERATING EXPENDITURES by summary object:					
1. Supplies	\$1,500				\$1,500
2. travel	\$2,000				\$2,000
3. communication services	\$2,000				\$2,000
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Furniture	\$2,000				\$2,000
2. Computer and software	\$1,500				\$1,500
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$109,000				\$109,000

How connected to ISHS and SBOE Board strategic plans:

ISHS Goal 2

Funding and Growth: **Optimize and enhance funding opportunities and partnerships.**

Relationship of this ISHS Goal to SBOE Goals: This goal aligns with the SBOE goal of "Quality" and "Efficiency" as new revenue for the Society will enhance its ability to develop quality programs with maximum leveraging of state general funds.

SBOE Category: 6. Enhancements for improved effectiveness, efficiency, and competitiveness.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 19-20, 2008

Description:

ISHS is in the process of embarking on its first capital campaign in support of the approved Idaho State Historical museum project. This campaign is conceived as the first phase in a larger effort to create a comprehensive funding program for ISHS to leverage its state appropriations with non-state resources. The biggest challenge facing ISHS in fundraising is its lack of dedicated resource development staff. This is a critical need for our agency, as we seek both to enhance long-term public service and complement State of Idaho appropriations with non-governmental funding.

Further, in 2008, the board of trustees of the agency, the Governor, and JFAC approved a \$20,000,000 expansion of the Idaho State Historical Museum. \$10,000,000 was requested in state funds through the Permanent Building Fund. \$5,000,000 was approved in FY09, with a planned second request for \$5,000,000 for FY10. The understanding going into the process was that ISHS, its board of trustees, and the Foundation for Idaho History would have to raise the remaining \$9-10 million from private philanthropy, foundation, and other non-state sources.

Questions:

- 1) What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?**

ISHS is requesting general fund support for a full-time Development Director for the agency. The rate attributed to this position was compiled by a brief search of comparable positions currently open in the Boise area.

As part of its strategic planning process for the future growth of the agency and the expansion of the Idaho State Historical Museum, ISHS contracted with the Metropolitan Group, a consulting firm that specializes in crafting and integrating strategic communication, creative, and resource development services for social purpose organizations. The Metropolitan Group was hired to audit ISHS's resource development efforts and infrastructure, both generally and as they relate to the upcoming capital campaign. This audit provided a snapshot of ISHS strengths, weaknesses, and challenges in this arena, and recommended ways to enhance the agency's resource development potential. A generalized campaign outline/timeline and an outline for a case for support were also created. This audit included 16 recommendations for ISHS, a number of which have been acted upon by realigning internal resources and crafting new policies. Among the latter were new grant and fee policies to maximize current non-state sources of funds. However, realignment of current resources cannot accommodate the top recommendation of the audit, which was that ISHS should *"establish as its first priority, the hiring of a resource development staff member"* (page 3, paragraph 6, Idaho State Historical Society Development Audit, January 2008).

There is no agency staffing or base funding allocated for this function presently. However, in order to be proactive in our commitment and effort to create a comprehensive funding plan, the executive director--with direction from the ISHS board of trustees--has reallocated contract

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

funding, which has provided the opportunity for ISHS to contract with a grant writer and fund counsel. These functions strengthen the agency's efforts in fundraising, but cannot replace the value added by a full-time staff member whose responsibilities would strategically direct the entire ISHS development program.

2) What resources are necessary to implement this request?

A) List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The Development Director is proposed at grade O. This would be a full-time position, eligible for benefits. If approved, the anticipated date of hire would be July 1, 2010.

B) Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Currently, the Executive Director of the agency is overseeing all resource development efforts, including the budget development process, enhancement of current grant and fee-based revenues, and capital campaign planning. While the Executive Director will continue to engage at a very high level in development efforts for the agency, the specific additional duties of a Development Director will be as follows:

- Overseeing the multi-year campaign work plan and timeline to ensure campaign goals and objectives are met
- Assisting in establishing a campaign committee and coordinating the recruitment of additional volunteer leadership
- Serving as staff liaison to various campaign committee meetings.
- Coordinating and staffing the campaign committee and board, including but not limited to preparation of agendas, materials, minutes, etc.
- Communicating regularly with Museum Expansion Campaign leadership, Campaign Counsel, and other staff members to provide ongoing updates and progress reports.
- Organizing donor cultivation events and other campaign activities.
- Arranging, confirming, and providing advance materials for campaign cultivation and solicitation meetings and presentations.
- In conjunction with the trustees, foundation and executive director, identifying and researching prospective individual, corporate, and foundation donors.
- Designing and implementing campaign-related public relations efforts including speaking engagements, media presentations, updates, newsletters, web postings and mailings.
- Maintaining a good professional relationship with corporations, foundations and individuals who provide support to the Museum Expansion Campaign.
- Developing and maintaining a campaign donor database.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

- Acknowledging, tracking and responding to gifts received in support of the campaign.

C) List any additional operating funds and capital items needed.

An additional \$9,000 is requested for basic office supplies, a desk, and computer. Any additional costs of implementing this position initially can be accommodated internally.

3) Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

ISHS is seeking general funds to support this position, with the intention that over the long term the results of ISHS development program will have substantial return on this investment.

4) Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The citizens of the state of Idaho are being served by this request as the successful implementation of an ISHS Development program will leverage the state appropriations allocated to the agency, thus increasing its ability to execute its statutory duties on behalf of the public.

ISHS is one of the oldest state agencies, having been established by statute in 1907. It has grown from its "pioneer" beginnings into an extraordinary system of cultural and historic resources, comprised of the Idaho State Historical Museum, Public Archives and Research Library, State Historic Preservation Office, and Historic Sites Program. The society seeks to inspire, enrich and engage all Idahoans by leading the state in preserving and sharing our diverse and dynamic cultural heritage. The society has filled this role in a very traditional manner, and that is reflected in an organizational structure that has placed high value on the preservation and education side of its business (i.e., no marketing or development staff exist on the current org chart) However, to grow public awareness/use of services and non-state funding requires a dedicated and strategic effort. If this request is not funded, ISHS will continue to do its best at generating non-state funding through its fee-based services and grant efforts; however, the successful implementation and execution of a major capital campaign may be thwarted.

5) If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This item ranks highly on our prioritized list this year because of the successful approval of ISHS museum expansion and the resulting requirement placed upon ISHS to raise \$10,000,000 to match state funds planned to support the museum expansion project.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Idaho State Historical Society

Agency No.: 522

FY 2010 Request

FUNCTION: Historical Society

Function

No.: 01

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ACTIVITY: PARL

Activity No.: 10

Original Submission X
 or Revision No. ____

A: Decision Unit No: 12.03		Title: Records Study			Priority Ranking 3 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Records Study consultant (one time contract)	\$55,000				\$55,000
2. Task force travel and expenses	\$5,000				\$5,000
TOTAL OPERATING EXPENDITURES:	\$60,000				\$60,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$60,000				\$60,000

How is this proposal connected to institution/agency and Board strategic plans:

ISHS Mission Statement: "ISHS preserves and promotes Idaho's cultural heritage"

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Idaho State Historical Society

Agency No.: 522

FY 2010 Request

FUNCTION: Historical Society

Function

No.: 01

Page 1 of 3 Pages

ACTIVITY: Administration

Activity No.: 01

Original Submission X
 or Revision No. ____

A: Decision Unit No: 12.04	Title: Website Redesign			Priority Ranking 4 of 8	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Consultant	\$30,000				\$30,000
TOTAL OPERATING EXPENDITURES:	\$30,000				\$30,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$30,000				\$30,000

How connected to institution/agency and Board strategic plans:

ISHS Goal 3 Marketing: Optimize public awareness and participation in agency services through enhanced brand identity, outreach, and marketing

Relationship of this ISHS Goal to SBOE Goals: This goal aligns with the SBOE goal of "Access" as awareness of the Society and services is its broadest via the web.

SBOE Category: 3) Infrastructure

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Description:

The project is a re-design of the existing Idaho State Historical Society's web site to incorporate more historical material, meet user's needs, and further the educational mission of ISHS. A special emphasis of this project will be the inclusion of extensive searchable databases (historic photographs, artifacts, records, and other documents) and Web 2.0 technology: RSS feeds, podcasts, blogs, and, wikis.

ISHS will define the project, develop site structure (content, site mapping, wire framing, user-view), test site functionality, and work with web developer to create a maintenance plan. The web developer will design the visual interface (create graphic templates and design style guide), build and test the site (create page templates for the index page and three other page types, create special applications), fix bugs, and work with ISHS to create a maintenance plan which ISHS can manage in-house.

Questions:

- 1) What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?**

We request \$30,000 to hire a web developer to help us redesign our website. The current website--the third version our agency has created since the mid 1990s—is now six years old and needs a complete reorganization of material. Most importantly, web visitors now expect more services delivered via the Internet, and we want to meet our patrons' needs.

- 2) What resources are necessary to implement this request?**

A) List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

B) Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

C) List any additional operating funds and capital items needed.

Using data collected in customer service surveys (including one targeted to ISHS web site visitors), ISHS will develop a new site structure and overall workflow design. This information will be given to web developers contracted for this project who will create the visual design and build the site to our specifications of organization and content delivery.

Our existing IT Systems Coordinator will dedicate approximately 20% of her time to work with ISHS staff and internal teams to create the site structure. No additional staff, operating funds, or capital expenditures are needed. The new site will be hosted on a State of Idaho web server, as has been the case for the last 14 years.

- 3) Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.**
- 4) Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Everyone seeking Idaho history will benefit from this request. Our online visitors range from Idaho 4th graders looking for information for their Idaho history class assignments, to genealogists researching family history, to history scholars searching for specialized material.

Our web site visitation has grown from 30 page views per day in October, 1997 (our earliest collected data) to 2,205 page views per day currently. (Our site now consists of 374 pages, and visitors spend an average of almost 14 minutes viewing material.) At this usage rate the cost of the project would be \$.03 per page view over the course of one year. We see increased site use whenever more digitized content is posted, so we expect our site use statistics to continue to rise with the completion of this project—thereby reducing the \$.03 cost per page even further.

5) If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This item ranks highly on our prioritized list this year because of the documented need of ISHS to enhance its public visibility and to complete its first capital campaign, including raising \$10,000,000 in matching funds to support the museum expansion project.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

AGENCY: Idaho State Historical Society

Agency No.: 522

FY 2010 Request

FUNCTION: Historical Society

Function

No.: 01

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ACTIVITY: Administration

Activity No.: 01

Original Submission X
 or Revision No. ____

Communications and Marketing					
A: Decision Unit No: 12.05	Title: Program				Priority Ranking 5 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Contract-Communications	\$40,000				\$40,000
2. Contracts-Marketing	\$60,000				\$60,000
TOTAL OPERATING EXPENDITURES:	\$100,000				\$100,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	100,000				\$100,000

How connected to ISHS and SBOE Board strategic plans:

ISHS Goal 3 Marketing: Optimize public awareness and participation in agency services through enhanced brand identity, outreach, and marketing

Relationship of this ISHS Goal to SBOE Goals: This goal aligns with the SBOE goal of "Access" as statewide awareness of the Society and services is vital.

A.

SBOE Category: 6) Enhancements for improved effectiveness, efficiency, and competitiveness.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Description:

ISHS is in the process of embarking on its first marketing campaign in support of the agency. The biggest challenge facing ISHS in marketing is its lack of resources dedicated to the marketing and promotion of the agency and its services. This is a high priority need for our agency as we seek to **build** public understanding and awareness of the services that we offer, **convert** that awareness into action so that attendance at our public facilities and use of our services increase according to professional benchmarks, and **build** visibility and excitement to support the agency's new capital campaign and fundraising efforts.

Questions:

What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

ISHS is requesting general fund support for two contracts:

- 1) \$40,000 for the development of a strong, proactive communications program that will refine and drive ISHS' messaging to advance the following communication goals:
 - A) To provide a strong internal and external communications structure to drive ISHS's messaging to the media and public statewide.
 - B) To build awareness and understanding of ISHS's mission, goals, and accomplishments among elected leaders and influencers statewide.
 - C) To increase awareness of the vibrant grassroots efforts and growing support for ISHS.
 - D) To identify and pursue opportunities to communicate ISHS messaging to residents, community/opinion leaders, and the media.
 - E) To showcase the good reputation, efforts, and accomplishments of the key partners who make up ISHS.
- 2) \$60,000 for the design and production of collateral and deliverables including:
 - A) Brochure (1 Version, 30K, Full Color):

Postage (Mail 20k)	\$ 2,800
Printing	\$ 3,600
Production	\$ 1,200
Total	\$ 7,600
 - B) Rack Cards/Post Cards(4 Versions, 20K Each Version, Full Color) :

Postage	\$11,200
Printing	\$ 8,000
Design/Production	\$ 1,200
Total	\$20,400
 - C) Newsletters(4 Editions) :

Printing/Production	\$24,000
Postage	\$ 9,000
Total	\$32,000

The rational for this request includes:

A 1999 study on Leadership Planning was conducted for ISHS by Charles H. Bentz. At the time, the society and the Capitol Commission were considering a joint fundraising effort to support the renovation of the Capitol and support ISHS. As part of this study,

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the image of ISHS was tested. Not surprisingly, the study found that public awareness of the Idaho State Historical Society was minimal. 69% of the respondents agreed that the general public was not informed about the society and that there was almost no knowledge about the Public Archives and Research Library, the State Historical Preservation Office, or ISHS' many fine programs. 71% of the respondents felt that the lack of visibility and public awareness was one of the society's chief weaknesses. Further, in 2008, the board of trustees of the agency, the Governor, and JFAC approved a \$20,000,000 expansion of the Idaho State Historical Museum, for which ISHS will have to raise \$10,000,000 from non-state sources. The 2008 Metropolitan Group Fundraising Audit confirms the importance of strategic communications and messaging, as noted on page 9, paragraph 3.

Resources Allocated in the base budget:

There is no dedicated agency staffing allocated for this function presently. Internal staff members have in the past coordinated the design, content, and development of the agency's newsletter and prime membership benefit, *Mountain Light*. This means that the newsletter is the last priority, as it is added to an already full plate of two full-time employees (our Management Assistant and Museum Exhibition Designer.) This lack of dedicated focus typically results in a two-month delay in delivering this piece to members, legislators, and other stakeholders. Funding requested would support contracting out this function to maximize efficient use of our internal resources and timely distribution of this newsletter.

However, in order to be proactive in our commitment and efforts to create a comprehensive marketing plan, the executive director, with direction from the ISHS board of trustees, has reallocated funding in the amount of \$1,000 per month, on contract to Red Sky Public Relations. This has been an excellent partnership, which has resulted in tangible deliverables, including a media framework, graphics guide, and increased media coverage. Our internal reallocation of resources has had a good impact; our goal is to see a significant impact in the results that can be expected by a proportionally increased investment.

What resources are necessary to implement this request?

List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Two contracts as noted in question number 1.

Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

This request is specifically oriented toward outsourcing the communications and marketing function to keep expenses manageable (and easily changeable/reducible if need be) and to take advantage of the private sector skill set available in the Boise area for this function.

Impact

Our Red Sky team has calculated that our \$1,000 per month investment in strategic communications returns approximately \$3-4,000 per month in newspaper, radio, television, and other coverage of ISHS activities statewide. Our impact goal with the investment of \$100,000 is to achieve \$300,000-\$400,000 of news coverage and publicity, thus generating a significant increase in public awareness of ISHS and its

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programs and services. There is no statistically accurate way at this time to predict the resultant increase in use/attendance fees. However, it stands to reason that such fees (which currently comprise 25% of the agency's current operating revenue) would increase in a corresponding manner.

List any additional operating funds and capital items needed.

N/A

Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

ISHS is seeking general funds to support these contracts with the intention that, over the long term, a marketing program will make a substantial return on this investment.

Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The citizens of the state of Idaho are being served by this request, as the successful implementation of an ISHS marketing program will enhance public understanding of how ISHS and its services benefit them and how they might best access the types of services that they need. This enhanced knowledge will translate into action, thus increasing use of agency services, expanding earned revenue, and enhancing the agency's ability to execute its statutory duties on behalf of the public.

ISHS is one of the oldest state agencies, having been established by statute in 1907. It has grown from its "pioneer" beginnings into an extraordinary system of cultural and historic resources comprised of the Idaho State Historical Museum, Public Archives and Research Library, State Historic Preservation Office, and Historic Sites Program. The society seeks to inspire, enrich and engage all Idahoans by leading the state in preserving and sharing our diverse and dynamic cultural heritage. ISHS has filled this role in a very traditional manner, reflected in an organizational structure that has placed high value on the preservation and education side of its business. (i.e., no marketing or development staff exist on the current org chart) However, to grow public awareness/use of services and non-state funding requires a dedicated and strategic effort. If this request is not funded, ISHS will continue to do its best at enhancing its image and building its brand identity, but its market penetration may be thwarted.

If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This item ranks highly on our prioritized list this year because of the documented need of ISHS to enhance its public visibility and to complete its first capital campaign, including raising \$10,000,000 in matching funds to support the museum expansion project.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

Attachments:

Red Sky Public Relations Proposal is available in the attachment file: item 6

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AGENCY: Idaho State Historical Society

Agency No.: 522

FY 2010 Request

FUNCTION: Historical Society

Function

No.: 01

Page 1 of 3 Pages

ACTIVITY: PARL

Activity No.: 10

Original Submission X
or Revision No. ____

Collections development and stewardship					
A: Decision Unit No: 12.06	Title: stewardship				Priority Ranking 6 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Consultation Services	\$15,000				\$15,000
2. Collections Acquisition	\$50,000				\$50,000
3. Archival/Preservation Supplies	\$15,000				\$15,000
TOTAL OPERATING EXPENDITURES:	\$80,000				\$80,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL					\$80,000

How is request connected to institution/agency and Board strategic plans:

ISHS Mission Statement: "ISHS preserves and promotes Idaho's cultural heritage"

ISHS Goal 1

Customer Service: **Provide access and high quality customer service to all Idahoans.**

Relationship of this ISHS Goal to SBOE Goals: This goal aligns with all of SBOE's goals: "quality," "access," and "efficiency."

SBOE Category: 6.) Enhancements for improved effectiveness, efficiency, and competitiveness.

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1) What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

In order for the Idaho State Historical Society (ISHS) to meet its statutory obligations (Idaho Code 67-4114 through 67-4130) of preserving and interpreting the state's history, the agency requires the resources to acquire and care for the collections under its custody. This includes both the three-dimensional artifacts held at the Historical Museum and the documentary collections held at the Public Archives and Research Library (PARL).

This request would provide \$80,000 for collection development and stewardship at both museum and PARL. These funds would be expended for acquisition of new collection materials, archival and preservation supplies, and contract conservation services.

The museum holds over 250,000 artifacts made of diverse and unique materials. Many items require evaluation and conservation work. For example, ISHS recently acquired responsibility for collections at the Franklin Relic Hall in Franklin, Idaho. This invaluable and unique collection has been subjected to years of inappropriate exhibit and storage conditions. A recent preservation assessment, funded by the Idaho Heritage Trust, recommends conservation services such as stabilization of historic photographs, including re-matting and reframing. Such services can cost as much as \$700 per day, in addition to costs for appropriate preservation supplies.

Other items in the Historical Museum collection, including some 15,000 historic textiles, simply need to be re-housed in acid-free boxes.

Likewise, PARL holds hundreds of thousands of unique collection items, including photographs (500,000+), books and periodicals (25,000+), maps (25,000+), oral history interviews (2,500+), and public records and manuscripts (70,000+ cubic feet). A recent preservation assessment, funded by a federal grant, notes the need for "a hard budget line to support the ongoing preservation needs of the collection."¹ Many of the oldest items, dating back to Idaho's territorial days, are in fragile condition, usually exhibited by brittleness and fading. To appropriately preserve these items, it is necessary to purchase archival supplies such as acid-free folders, boxes, and photo sleeves. In the most severe instances, the skills of a professional conservator are needed to repair past damage.

In addition, since 2002 PARL has lacked general fund monies for the purchase of new and replacement research materials. Libraries in the United States typically devote 12-15% of their base budget to collection development; in PARL's case, this could be as much as \$100,000. Prior to 2002, PARL had a line item of \$38,100 of general funds, which was expended for books and periodicals (\$17,000), microfilm (\$16,000), photographs (\$2,000) and other items, including online database subscriptions (\$3,100).

¹ *Preservation Planning Study and Reassessment: 2001-2008*, by Randy Silverman, Funded by a grant from the National Endowment for the Humanities, March 2008.

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2) What resources are necessary to implement this request?

A) List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

No additional positions would be required at this time.

B) Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing staff – Librarians and Library Assistants at PARL and Curatorial Registers at the Historical Museum – will be responsible for acquiring and caring for new and existing collections.

C) List any additional operating funds and capital items needed.

No additional resources are needed at this time.

3) Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

4) Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

PARL annually serves some 15,000-16,000 researchers, both on- and off-site. The Historical Museum serves some 26,000 paid admissions, 10,000 free admissions (for events such as Museum Comes to Life), and 12,000 school children on an annual basis.

This request would improve access to current research materials at PARL and allow improved storage and treatment options to collections held at both PARL and the Historical Museum.

Failure to fund this request would result in the growing obsolescence of PARL's resources and a decline in use as researchers find relevant materials elsewhere. It would also put collections at risk of physical damage due to the lack of appropriate storage materials and treatment options.

5) If this is a high priority item, list reason non-appropriated line items from FY 2009 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

Preservation planning executive summary is available for review in the attachment file:
Item 4

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Idaho State Historical Society

Agency No.: 522

FY 2010 Request

FUNCTION: Historical Society

Function

No.: 01

Page 1 of 3 Pages

ACTIVITY: Historic Sites

Activity No.: 40

Original Submission X
or Revision No. ____

Historic Structures Maintenance					
A: Decision Unit No:	Title: Craftsperson			Priority Ranking 7 of 8	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)				1.0	1.0
PERSONNEL COSTS:					
1. Salaries				\$25,000	\$25,000
2. Benefits				\$14,800	\$14,800
3. Group Position Funding					
TOTAL PERSONNEL COSTS:				\$39,800	\$39,800
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:	0.0				
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL				\$39,800	39,800

How is this proposal connected to institution/agency and Board strategic plans:

B. ISHS Goal 1

Customer Service: **Provide access and high quality customer service to all Idahoans.**

Relationship of this ISHS Goal to SBOE Goals: This goal aligns with all of SBOE's goals: "quality," "access," and "efficiency."

SBOE Category: 2) Maintenance

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Idaho state statutes that connect to this proposal: "The board shall be responsible for administering the powers and duties required to preserve and protect any historical record of the history and culture of Idaho." (67-4123).

Preserving Idaho's history is at the very core of both the society's statutory authority and its vision and goals. ISHS is responsible for the maintenance of 60 structures at four historic sites around the state. The overwhelming majority of these structures are listed on the National Register of Historic Places. Some of these structures are in Boise, such as the Old Penitentiary, the Idaho History Center, the Idaho Assay Office, and the former Bureau of Reclamation building. Others are located outside of Boise, in the communities of Franklin, Hansen, and Pierce.

Description:

This additional position will assist the society in reducing its backlog of facility maintenance, perform ongoing maintenance and inspections and, when requested, will help educate local historical groups in the care and maintenance of their historic structures.

Questions:

1) What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Currently, the society has two maintenance craftspersons on staff to maintain 60 historic structures and the surrounding grounds at four historic sites; these are the only building maintenance personnel authorized within the Society. It is impossible to maintain all these state facilities with a skeleton crew, and as a consequence some of Idaho's most significant historical resources, including one of only three National Landmark buildings in Idaho (the Assay Office) are not being adequately maintained, and the required maintenance and inspections are not being performed in a timely manner. This position will be paid by General Funds. There is no funding currently in the base for this position.

2) What resources are necessary to implement this request?

- A) List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.**
- B) Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.**
- C) List any additional operating funds and capital items needed.**

This proposal request approval to hire a full-time Maintenance Craftsperson Senior, Pay Grade H, with full benefits, to start July 1, 2009, and serve in an on-going capacity. This position will be funded by Miscellaneous Revenue Funds. Other than an adjustment in supervisory responsibilities by administrative personnel to coordinate work assignments, there will be no shifting of duties within the agency. Approximately \$10,000 in current operating funds will be required annually for maintenance supplies to be used by the new Maintenance Craftsperson to adequately fulfill his/her responsibilities. The society is not seeking an increase in operating expenditures with this request.

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- 3) **Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.**
- 4) **Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

The people of Idaho and out-of-state visitors to our historic sites will benefit from this request. The addition, the work of the Maintenance Craftsperson position will help prevent further deterioration of the historic structures belonging to ISHS. It will allow in-house, trained individuals to preserve and restore our historic buildings rather than delaying needed work or relying on contractors to perform the work. The skills needed to perform specialized work on historic buildings in accordance with the Secretary of the Interior's Standards for the Preservation of Historic Properties may not be readily available through contractors. We are then subject to training contractors' personnel or bringing in expertise from out of state to perform the work.

- 5) **If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.**

In FY 2009 we requested a \$36,500 budget increase to fund this position. That request was not approved.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Idaho State Historical Society

Agency No.: 522

FY 2010 Request

FUNCTION: Historical Society

Function

No.: 01

Page 1 of 2 Pages

ACTIVITY: PARL

Activity No.: 10

Original Submission X
 or Revision No. ____

A: Decision Unit No:	Title: Compact mobile shelving				Priority Ranking 8 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Compact/mobile shelving	\$500,000				\$500,000
TOTAL CAPITAL OUTLAY:	\$500,000				\$500,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$500,000				\$500,000

How connected to institution/agency and Board strategic plans:

ISHS Goal 1

Customer Service: **Provide access and high quality customer service to all Idahoans.**

Relationship of this ISHS Goal to SBOE Goals: This goal aligns with all of SBOE's goals: "quality," "access," and "efficiency."

SBOE Category: 3) Infrastructure

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Questions:

- 1) What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?**

This proposal requests additional capital support for \$500,000 of compact/mobile storage shelving for the Merle W. Wells Archives Building. This request will complete the retrofit of the building from stationary shelving to compact/mobile shelving and will increase overall storage capacity by approximately 80%.

The Wells Building was constructed to allow for the addition of compact/mobile shelving, with appropriate weight loads and lighting that runs perpendicular to the existing shelving. This is the third, and final, request to complete the retrofit.

- 2) What resources are necessary to implement this request?**

- A) List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.**

No additional positions would be required at this time.

- B) Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.**

Existing staff members – State Archivist, two Archivists and one Records

Technician will assist the PARL administrator with oversight of these activities.

- C) List any additional operating funds and capital items needed.**

No additional resources are anticipated.

- 3) Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.**

- 4) Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

The Merle W. Wells Archives Building serves as the primary storage facility for a variety of collections held by the Public Archives and Research Library, most notably some 60,000 cubic feet of public records transferred to PARL under authority of Idaho Code 67-4126). The building is currently at capacity, limiting the number of additional records that may be transferred to PARL's custody.

- 5) If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.**

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REQUEST BY DECISION UNIT
 AGENCY: Idaho Commission for Libraries
 FUNCTION: Library Services
 ACTIVITY:

Agency No.: 521
 Function No.: 01
 Activity No.:

FY 2010 Request
 Page _1_ of _3_ Pages
 Original Submission X or Revision No.

Descriptive Title:					
A: Decision Unit No: 12.01		Read to Me		Agency Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				
PERSONNEL COSTS:					
1. Salaries	49,500				49,500
2. Benefits	19,700				19,700
3. Group Position Funding	700				700
TOTAL PERSONNEL COSTS:	69,900				69,900
OPERATING EXPENDITURES by summary object:					
1. Education Materials	206,000				206,000
2. Professional Services	25,000				25,000
3. Training Materials					
TOTAL OPERATING EXPENDITURES:	231,000				231,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	350,000				350,000
LUMP SUM:					
GRAND TOTAL	650,900				650,900

B: Use the financial data matrix above to summarize requested resources by fund source and by expenditure class at the summary object level. Attach as many pages as necessary to respond in a narrative fashion to the following questions:

1.a. What is being requested and why?

This is the second year of a proposed 2-year expansion of the Read to Me program, the Commission for Libraries' early and family literacy program for public libraries and their school and community partners. The \$335,500 requested for the first year of the expansion was recommended by the Governor and appropriated by the 2008 Legislature for FY2009.

A 2007 study by the Educational Testing Service found that "Reading to children is about the simplest thing that can be done to help them achieve, and it is a critical step in raising achievement and closing achievement gaps. . . Making sure all families have access to books . . . for their children must also become a key part of this [education] policy."

Consistent with the Commission's mission, the purpose of Read to Me is to help build the capacity of Idaho libraries to meet families' early literacy needs.

With this investment in Read to Me, we expect 3 outcomes:

- * **More Idaho children will be ready to read when they begin kindergarten,**
- * **More Idaho early elementary children will maintain or increase their reading skills over the summer, and**
- * **More families will take advantage of the early literacy resources available in Idaho's public libraries.**

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1.a (con't) Of the \$335,500 appropriated for FY2009, \$185,500 was added to our base. This second-year request adds 1 FTE, operating for educational materials and professional services, and ongoing T&B funds so more libraries can reach more children and their families. Our intent is to sustain the program at the FY10 expenditure level (FY2009 appropriation plus FY2010 request) plus inflation. These state funds are in addition to the federal Library Services and Technology Act LSTA) funds the Commission will continue to use to support the program.

1.b. What is the agency current staffing level for this activity and how much funding by source is in the base?

Estimated staffing level as of July 1, 2008:

1.5 FTE Project Coordinators, \$107,000 federal LSTA (FY08)

1.0 FTE Project Coordinator, \$59,300 state general fund (in base)

1.0 FTE OS2, \$35,000 state general fund (in base)

.6 FTE from support staff pool (primarily OS2s), \$22,200 state general fund (in base)

Estimated operating for FY2009:

\$208,000 federal LSTA (FY08 Read to Me/Summer Reading)

\$ 96,000 state general fund (in base)

Estimated T/B for FY2009:

\$150,000 state general fund (one-time)

2. What resources are necessary to implement this request?

a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Library Consultant, pay grade M, full-time with benefits, hire date of July 2009, permanent

Temporary hires

b. Note any existing agency human resources that will be redirected to this new effort and how existing operations will be impacted.

The 2 FTE new in FY2009 will be integrated with existing staff to implement the FY2009 program expansion. A .5 OS2 position is being changed to a .5 Financial Specialist in part to help with the 30 mini-grants to be awarded in FY2009 and potential 70 mini-grants in FY2010. The Library Consultant will be added to the Read to Me team in FY10 to facilitate increased collaboration between public libraries and schools.

c. List any additional operating funds and capital items needed.

Operating funds: \$231,000 for educational materials and professional services

T/B: \$350,000 for mini-grants to up to 70 public libraries to help expand local outreach and institute best practices

Capital Outlay: \$0

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

This request is for ongoing dollars from the state general fund.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The target audience of Read to Me is Idaho children ages 0-8 and their families, with emphasis on those at risk for low reading skills. See 1.a above for expected outcomes.

* In First Book, Idaho public libraries work with community partners to identify at-risk children to receive a book a month for a year and to offer their parents workshops on family literacy. Expand from an estimated 1,500 children in FY2009 to involve more public and school libraries to reach 5,000 children in FY10 and maintain that level in subsequent years.

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4. (con't)

- * In JumpStart, public libraries collaborate with the local school(s) to provide early literacy resources for parents and books for the children at kindergarten registration and other family literacy events. Expand from an estimated 11,000 children in FY2009 to involve more public libraries and schools to reach 22,000 children in FY2010 and maintain that level in subsequent years.
- * Continue and expand literacy outreach mini-grants for public libraries to work with community partners to implement best practices in library service to children. Expand from 30 libraries in FY2009 to 70 in FY2010 and maintain that level in subsequent years.

If this request is not funded, the Idaho Commission for Libraries and local libraries will be unable to meet the need of Idaho families for early literacy programs to strengthen their children's reading readiness when they start school and to maintain or improve their reading skills over the summer months.

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REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

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

April 2002

1. Budget Requests

For purposes of Item 1., the community colleges (CSI and NIC), the State Historical Society, and the State Library are included.

a. Submission of Budget Requests

The Board is responsible for submission of budget request for the institutions, school and agencies under its governance to the executive and legislative branches of government. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

b. Direction by the Office of the State Board of Education

The preparation of all annual budget requests is to be directed by the Office of the State Board of Education which designates forms to be used in the process. The procedures for the preparation and submission of budget requests apply to operational and capital improvements budgets.

c. Preparation and Submission of Annual Budget Requests

Annual budget requests to be submitted to the Board by the institutions, school and agencies under Board governance are due in the Office of the State Board of Education on the date established by the executive director.

d. Presentation to the Board

Annual budget requests are formally presented to the designated committee by the chief executive officer of each institution, school or agency or his or her designee. The designated committee will review the requests and provide recommendations to the Board for their action.

[

BUSINESS AFFAIRS AND HUMAN RESOURCES
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SUBJECT

Renewal of University of Utah Medical Contract

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.(a)

BACKGROUND

Since July 1976, the State Board of Education has held an agreement with the University of Utah, School of Medicine (UUSM) to reserve a specific number of seats for Idaho residents at the in-state tuition and fee rate established by UUSM for residents of Utah. The SBOE makes annual fee payments in support of such Idaho resident students enrolled under this agreement. The cooperative agreement benefits both parties in reducing costs and improving other benefits. The current agreement expires at the conclusion of the 2007-2008 academic year.

DISCUSSION

Each academic year, the UUSM reserves eight new positions in its entering class pursuant to this Agreement for Idaho resident students seeking an M.D. degree. The regular course of instruction to receive an M.D. degree at UUSM is four years, therefore currently 32 students are enrolled at UUSM at any time during each academic year.

The total annual support fee that SBOE agrees to pay UUSM for each Idaho resident student enrolled at UUSM under this agreement for the 2008-09 academic year is \$35,177. Thereafter, the annual support fee for each Idaho resident student shall increase by 120% of the Consumer Price Index. The index used shall be the published December to December Consumer Price Index for the 2nd year preceding the academic year.

The Office of the State Board of Education and the UUSM have reviewed and revised the contract, which is effective for a period of three years ending with the 2010-2011 academic year.

Section 1.a increases the potential number of seats from 8 to 12 per year upon agreement of both parties.

Section 1.c is added to provide for leaves of absence for participating students so that funding will be available upon their return. The current contract did not provide for such absences, and staff and UUSM believe this provision will help students participate in worthwhile academic programs intended to further such student's training in the field of medicine, or for cases of significant hardship.

Section 2.b of the current agreement requires UUSM to designate at least four (4) Idaho licensed physicians approved by SBOE to serve on the School's Admissions Committee for the purpose of assisting in the selection of the Idaho resident students to be admitted pursuant to this Agreement. The section also requires that all Idaho resident student applicants who meet the School's screening criteria will be interviewed by one or more of the Idaho licensed physicians approved by SBOE serving on the Admissions

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Committee. The Idaho licensed physicians will also participate as full voting members in selection deliberations involving Idaho resident student applicants.

According to UUSM, having the same physicians on the interview committee and on the selection committee has resulted in a less objective evaluation by the selection committee. UUSM requests that the procedure come into compliance with the evaluation done for all other medical school applicants in that those on the interview committee give a written evaluation but are not present and do not sit on the selection committee. This would have the following advantages:

- i. It would be easier to find Idaho physicians to sit on this committee because the time commitment is less.
- ii. The number of Idaho physicians on the selection committee could still be enough to add significant weight to the selection of Idaho students.
- iii. It would make it easier on students to have the interviews all done at one site saving time, money and stress that is associated with the interviews being done at two sites – one in Idaho and one at Utah.

If the interview is more important to the board than selection, UUSM can continue with interviews from Idaho licensed physicians and use the regularly constituted Selection Committee without Idaho representation. Continuing the status quo (that is, allowing the interviewers to participate and vote in selection) is unacceptable to UUSM.

Section 6 changes the inflation factor from the Higher Education Cost Adjustment (HECA) rate to 120% of the published Consumer Price Index (CPI). This change should not have a material impact.

Section 7 further defines who is fiscally responsible should the Idaho Legislature appropriate insufficient funds to meet the total amount due to the School for an academic year. In that case, each Idaho student remaining in the program would be responsible for the difference between the annual support fee and the per student appropriation.

Section 8 combines several reporting requirements into one annual report due to the Board on or before August 31 of each year.

IMPACT

The agreement changes the annual inflation factor from the Higher Education Cost Adjustment to 120% of the Consumer Price Index.

Section 2.b. makes it easier to find Idaho physicians to sit on the selection committee because the time commitment is less, the number of Idaho physicians on the selection committee could still be enough to add significant weight to the selection of Idaho students, and it would make it easier on students to have the interviews all done at one site, saving time, money and stress that is associated with the interviews being done at two sites – one in Idaho and one at Utah.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Renewal of the contract provides a cost-effective way for Idaho students to obtain a medical degree from an out-of-state institution.

ATTACHMENTS

Attachment 1 – University of Utah Medical Contract	Page 5
Attachment 2 – University of Utah Medical Contract-Redline Version	Page 11

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the three-year contract between the University of Utah School of Medicine and the State Board of Education.

BOARD ACTION

A motion to approve the three-year contract between the University of Utah School of Medicine and the State Board of Education as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**FOR THE PROVISION OF MEDICAL SCHOOL OPPORTUNITIES
TO RESIDENTS OF THE STATE OF IDAHO**

This Agreement ("Agreement") is executed this ____ day of _____, 2008, between the University of Utah, on behalf of its School of Medicine, located in Salt Lake City, Utah (hereinafter referred to as the "School"), and the Idaho State Board of Education, located in Boise, Idaho, on behalf of the state of Idaho (hereinafter referred to as "SBOE").

WHEREAS, the School has an established, fully accredited, four-year M.D. degree granting School of Medicine, and no such degree is offered by an Idaho public higher education institution; and

WHEREAS, the parties hereto wish to enter into a cooperative program under which the School will reserve for qualified Idaho resident students positions in the School at the in-state tuition and fee rate established by the School for residents of the state of Utah, and SBOE will make annual support fee payments in support of such Idaho resident students enrolled pursuant to this Agreement, which cooperative program will benefit both parties in reducing costs, and will improve other benefits to both parties; and

WHEREAS, the School is dedicated to the improvement of health care delivery in the Intermountain region, which includes the states of Utah and Idaho; and

WHEREAS, the parties hereto anticipate that this cooperative program will result in significant progress in improving health care delivery, especially rural health care, in the Intermountain region;

NOW THEREFORE, it is mutually agreed as follows:

1. Positions Reserved for Idaho Resident Students.

(a) Each academic year upon agreement of both parties, the School will reserve a minimum of eight (8) new positions, and up to twelve (12) new positions, in its entering class pursuant to this Agreement for Idaho resident students seeking an M.D. degree. The SBOE will determine the eligibility of Idaho resident students who wish to participate in the cooperative program covered by this Agreement, and hereby delegates to Idaho State University, located in Pocatello, Idaho, the responsibility of designating those students who meet Idaho residency criteria and who are eligible to receive the benefits of this Agreement. The regular course of instruction to receive an M.D. degree at the School is four (4) years.

(b) If an Idaho resident enrolled at the School pursuant to this Agreement permanently withdraws or is dismissed prior to completion of the M.D. degree, then the next academic year the School may accept another eligible Idaho resident student who is currently enrolled in the School's program in consultation with the SBOE. In such event,

an Idaho resident student shall assume the vacant position of the Idaho resident student who has withdrawn or was dismissed. However, such student shall only receive the benefits of this Agreement for the remaining years of eligibility for the Idaho resident student who withdrew or was dismissed prior to completion of the M.D. degree.

(c) An Idaho resident enrolled at the School pursuant to this Agreement may request a leave of absence with the approval of both the School and SBOE, which will generally be granted for purposes such as participating in an academic program intended to further such student's training in the field of medicine, or for cases of significant hardship. In such event, an Idaho resident student shall not be permitted to assume the temporary vacant position of the Idaho resident student on leave of absence, without the approval of the SBOE. The funding otherwise available for a student on an approved leave of absence will be made available by the SBOE for the benefit of such student for the remaining years of medical training at the School when the student returns to full academic status; however, the SBOE shall not be responsible for any increases in the annual support fee. At no time will any student be sponsored by the SBOE for more than a total of four (4) years.

(d) Unless the student withdraws or is dismissed as contemplated in paragraph 1(b) above, each Idaho resident student enrolled at the School under this cooperative program (including a student on leave of absence pursuant to paragraph 1(c) above) shall be permitted to continue at the School until such student has finished the regular course of instruction required to receive the M.D. degree (i.e.: four (4) years of academic instruction); notwithstanding, funding for such student under this Agreement is subject to the limitations described in Section 7 hereinbelow. The regular course of instruction may be increased or decreased for a particular student on a case by case basis as agreed upon by the School and SBOE. At no time will any student be sponsored by the SBOE for more than a total of four (4) years.

(e) An Idaho resident student who is offered and accepts a reserved position shall, from that point forward in such student's course of instruction at the School, be considered a resident of Idaho, notwithstanding establishment of legal residence in the state of Utah.

(f) Except as otherwise permitted by this Agreement, the number of positions reserved each year may be increased or decreased only by mutual written consent of both parties to this Agreement.

2. Admission Requirements.

(a) All Idaho resident students designated as eligible for benefits under this Agreement must apply for admission to the School in accordance with the regular admission procedures of the School, which includes the application process of the American Medical College Application Service, and the screening criteria and interview procedures developed by the School.

(b) The School agrees to designate at least four (4) Idaho licensed physicians approved by SBOE to serve on the School's Admissions Committee for the purpose of assisting in the selection of the Idaho resident students to be admitted pursuant to this Agreement. The Assistant Dean for Idaho Affairs will also serve as a member of such Admissions Committee. The Idaho licensed physicians will also participate as full voting members in selection deliberations involving Idaho resident student applicants. Idaho physicians may participate by teleconference but if they attend in person, then the SBOE will be responsible for all SBOE pre-approved travel expenses related to the Idaho licensed physicians serving on the Admissions Committee, in accordance with Idaho State Board of Examiner's travel policies. The Dean of the School, or his designee, shall have final authority over the acceptance or rejection of Idaho student applicants.

3. Rules and Regulations. Except as otherwise expressly provided for in this Agreement, Idaho resident students holding reserved positions shall be subject to the same academic, disciplinary, and other rules, regulations, requirements, and privileges that are applicable to all other students in the School.

4. Clinical Rotations in Idaho. As part of the regular course of instruction for an M.D. degree, students may participate in clinical rotations. The parties agree that the Idaho resident students enrolled pursuant to the cooperative program covered by this Agreement shall serve such clinical rotations at facilities in the state of Idaho. Upon a showing of hardship by the Idaho resident student, this requirement that a clinical rotation occur at a facility in the state of Idaho may be waived by the SBOE. The coordination of such clinical rotations shall be the responsibility of the School. The School shall report annually to the SBOE on the status of student clinical rotations in the state of Idaho.

5. Tuition. Idaho resident students who are enrolled under the provisions of this Agreement shall be assessed the tuition and fees established for Utah resident students. In addition, Idaho resident students may be assessed any additional tuition and fees that may be required by law or required by SBOE.

6. Annual Support Fee and Payments.

(a) The total annual support fee that SBOE agrees to pay the School for each Idaho resident student enrolled in the School under this cooperative program for the 2008-09 academic year shall be \$35,177 which is the amount appropriated by the State of Idaho.. Thereafter, the parties agree that the annual support fee for each Idaho resident student shall increase by 120% of the Consumer Price Index. The index used shall be the published December to December Consumer Price Index for the 2nd year preceding the academic year. The published Consumer Price Index used will be from the U.S. Department of Labor, Bureau of Labor Statistics, All Urban Consumers, U.S. City Averages, All Items.

(b) The SBOE's annual support fee obligation each academic year shall only be for Idaho resident students actually enrolled in the cooperative program under this Agreement during such academic year, and accordingly shall be subject to adjustment as described in Section 8 hereinbelow.

(c) The SBOE agrees to make the annual support fee payment to the School within thirty (30) days after receiving from the School the annual support fee statement, which details the Idaho resident students enrolled under this Agreement.

(d) SBOE's payment obligation for each Idaho resident student enrolled in the School pursuant to this Agreement will continue for the length of enrollment of each Idaho resident student in the School. The receipt of any scholarship by an Idaho resident student, including any federal scholarship, will not reduce the SBOE's obligation under this Agreement.

(e) The School agrees to collect the incentive fee assessed by SBOE pursuant to Idaho Code §33-3723, establishing the Idaho Rural Physician Incentive Program. Each academic year SBOE will notify the School of the amount to be collected from each Idaho resident student enrolled pursuant to this cooperative program for that school year. The School will collect the fee from all Idaho sponsored students, and promptly transfer such funds to SBOE.

7. Legislative Appropriation. SBOE agrees that it will include support obligations which it anticipates will become due as a result of this Agreement in each budget submitted to the Idaho Legislature, and will use good faith efforts to secure appropriations to meet such anticipated obligations. However, if the Idaho Legislature fails to make any appropriation, or appropriates an amount of money insufficient to meet the total amount due to the School for an academic year, then SBOE will not be obligated for support fee payments beyond the funds appropriated, if any. If the Idaho Legislature appropriates an amount of money insufficient to meet the total amount due to the School for an academic year, then each Idaho resident student who determines to remain in the program shall be responsible for the difference between the annual support fee and the per student appropriation. If the Idaho Legislature fails to make any appropriation or otherwise determines to discontinue Idaho's participation in this cooperative program, then in such event the School will not be obligated to reserve any positions in future entering classes, and the School agrees to permit each Idaho resident student enrolled under this Agreement to continue in the course of instruction leading to the M.D. degree, so long as a satisfactory academic record is maintained and the Idaho resident student pays the applicable tuition and fees. Under these circumstances, the School will have the right to charge each Idaho resident student the tuition and fees established for non-resident students.

8. Refunding of Annual Support Fee. In the event an Idaho resident student enrolled pursuant to this Agreement is terminated during an academic year for any reason, then the School will refund to SBOE the annual support fee payment made on behalf of such student, subject to the same rules and regulations as apply generally to the refund of tuition and fees to medical students enrolled in the School that terminate their course of study during an academic year.

9. Information to SBOE. The School will submit an annual report to SBOE on or before August 31 of each year of this Agreement. In addition, the School will provide to

SBOE on or before August 31 of each year of this Agreement the names of students accepted for the upcoming school year, and a report on the academic progress of continuing students enrolled under this Agreement. From time to time, as information is required for the successful operation of this cooperative program, the School will, upon reasonable request, make additional reports to the SBOE. Such information is limited to that permitted to be disclosed by the School to the SBOE under the Family Education Rights and Privacy Act, 20 U.S.C.A. § 1232g, as amended.

10. Term and Termination. The effective date of this Agreement shall coincide with the beginning of the 2008-2009 academic year of the School, and will expire at the conclusion of the 2010-2011 academic year of the School. Notwithstanding, this Agreement may be terminated by either party prior to the expiration date for any reason upon 30 days written notice to the other party. The parties agree that the expiration or termination of this Agreement shall not affect: (a) the School's obligation with respect to Idaho resident students enrolled under this Agreement at the time of expiration or termination who have not finished their course of study, and (b) SBOE's support fee obligation with respect to Idaho resident students enrolled under this Agreement at the time of expiration or termination who have not finished their course of study, unless such students withdraw or are dismissed as discussed in Section 1(b) hereinabove. This Agreement may not be modified or amended except by a written instrument executed by both parties. If full payment by the SBOE is not made by the due date for such payment, then the Agreement may be terminated immediately, except as it applies to individual Idaho resident students currently enrolled at the School at the time of such termination.

11. Notice. All notices and other communications shall be addressed as follows:

Idaho State Board of Education

Dr. Mike Rush
Executive Director
Office of the State Board of Education
PO Box 83720
Boise, ID 83720-0037

University of Utah

Dr. A. Lorris Betz
Senior Vice President for Health Sciences
University of Utah School of Medicine
50 North Medical Drive
Salt Lake City, UT 84132-0001

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement on this ____ day of _____, 2008.

IDAHO STATE BOARD OF EDUCATION

UNIVERSITY OF UTAH

Executive Director
Idaho State Board of Education

Vice President for Health Sciences
University of Utah

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FOR THE PROVISION OF MEDICAL SCHOOL OPPORTUNITIES TO RESIDENTS OF THE STATE OF IDAHO

This Agreement ("Agreement") is executed this ____ day of _____, 200~~5~~⁸, between the University of Utah, on behalf of its School of Medicine, located in Salt Lake City, Utah (hereinafter referred to as the "School"), and the Idaho State Board of Education, located in Boise, Idaho, on behalf of the state of Idaho (hereinafter referred to as "SBOE").

WHEREAS, the School has an established, fully accredited, four-year M.D. degree granting School of Medicine, and no such ~~program or degree~~ is offered ~~in the state of Idaho~~ by an Idaho public higher education institution; and

WHEREAS, the parties hereto wish to enter into a cooperative program under which the School will reserve for qualified Idaho resident students positions in the School at the in-state tuition and fee rate established by the School for residents of the state of Utah, and SBOE will make annual support fee payments in support of such Idaho resident students enrolled pursuant to this Agreement, which cooperative program will benefit both parties in reducing costs, and will improve other benefits to both parties; and

WHEREAS, the School is dedicated to the improvement of health care delivery in the Intermountain region, which includes the states of Utah and Idaho; and

WHEREAS, the parties hereto anticipate that this cooperative program will result in significant progress in improving health care delivery, especially rural health care, in the Intermountain region;

NOW THEREFORE, it is mutually agreed as follows:

1. Positions Reserved for Idaho Resident Students.

(a) Each academic year upon agreement of both parties, the School will reserve a minimum of eight (8) new positions, and up to twelve (12) new positions, in its entering class pursuant to this Agreement for Idaho resident students seeking an M.D. degree. The SBOE will determine the eligibility of Idaho resident students who wish to participate in the cooperative program covered by this Agreement, and hereby delegates to Idaho State University, located in Pocatello, Idaho, the responsibility of designating those students who meet Idaho residency criteria and who are eligible to receive the benefits of this Agreement. The regular course of instruction to receive an M.D. degree at the School is four (4) years, ~~therefore not more than thirty-two (32) Idaho resident students will be enrolled at the School pursuant to this Agreement at any time during each academic year, subject to certain qualifications and exceptions discussed hereinbelow.~~

(b) If an Idaho resident enrolled at the School pursuant to this Agreement permanently withdraws or is dismissed prior to completion of the M.D. degree, then the next academic year the School may accept another eligible Idaho resident student who is currently enrolled in the School's program in consultation with the SBOE. In such event, an Idaho resident student shall assume the vacant position of the Idaho resident student who has withdrawn or was dismissed. However, such student shall only receive the benefits of this Agreement for the remaining years of eligibility for the Idaho resident student who withdrew or was dismissed prior to completion of the M.D. degree.

(c) An Idaho resident enrolled at the School pursuant to this Agreement may request a leave of absence with the approval of both the School and SBOE, which will generally be granted for purposes such as participating in an academic program intended to further such student's training in the field of medicine, or for cases of significant hardship. In such event, an Idaho resident student shall not be permitted to assume the temporary vacant position of the Idaho resident student on leave of absence, without the approval of the SBOE. The funding otherwise available for a student on an approved leave of absence will be made available by the SBOE for the benefit of such student for the remaining years of medical training at the School when the student returns to full academic status; however, the SBOE shall not be responsible for any increases in the annual support fee. At no time will any student be sponsored by the SBOE for more than a total of four (4) years.

~~(ed)~~ Unless the student withdraws or is dismissed as contemplated in paragraph 1(b) above, each Idaho resident student enrolled at the School under this cooperative program (including a student on leave of absence pursuant to paragraph 1(c) above) shall be permitted to continue at the School until such student has finished the regular course of instruction required to receive the M.D. degree (i.e.: four (4) ~~continuous~~ years of academic instruction); notwithstanding, funding for such student under this Agreement is subject to the limitations described in Section 7 hereinbelow. The regular course of instruction may be increased or decreased for a particular student; on a case by case basis ~~as, as may be~~ agreed upon by the School and SBOE ~~parties, provided the total number of Idaho resident students does not exceed thirty-two (32) in any one academic year.~~ At no time will any student be sponsored by the SBOE for more than a total of four (4) years.

~~(de)~~ An Idaho resident student who is offered and accepts a reserved position shall, from that point forward in such student's course of instruction at the School, be considered a resident of Idaho, notwithstanding establishment of legal residence in the state of Utah.

~~(ef)~~ Except as otherwise permitted by this Agreement, the number of positions reserved each year may be increased or decreased only by mutual written consent of both parties to this Agreement.

2. Admission Requirements.

(a) All Idaho resident students designated as eligible for benefits under this Agreement must apply for admission to the School in accordance with the regular admission procedures of the School, which includes the application process of the American Medical College Application Service, and the screening criteria and interview procedures developed by the School.

(b) The School agrees to designate at least four (4) Idaho licensed physicians approved by SBOE to serve on the School's Admissions Committee for the purpose of assisting in the selection of the Idaho resident students to be admitted pursuant to this Agreement. The Assistant Dean for Idaho Affairs will also serve as a member of such Admissions Committee. ~~All Idaho resident student applicants who meet the School's screening criteria will be interviewed by one or more of the Idaho licensed physicians approved by SBOE serving on this Admissions Committee, in accordance with the School's established interview procedures.~~ The Idaho licensed physicians will also participate as full voting members in selection deliberations involving Idaho resident student applicants. Idaho physicians may participate by teleconference but if they attend in person, then ~~T~~he SBOE will be responsible for all SBOE pre-approved travel expenses related to the Idaho licensed physicians serving on the Admissions Committee, in accordance with Idaho State Board of Examiner's travel policies. The Dean of the School, or his designee, shall have final authority over the acceptance or rejection of Idaho student applicants.

3. Rules and Regulations. Except as otherwise expressly provided for in this Agreement, Idaho resident students holding reserved positions shall be subject to the same academic, disciplinary, and other rules, regulations, requirements, and privileges that are applicable to all other students in the School.

4. Clinical Rotations in Idaho. As part of the regular course of instruction for an M.D. degree, students may participate in clinical rotations. The parties agree that the Idaho resident students enrolled pursuant to the cooperative program covered by this Agreement shall serve such clinical rotations at facilities in the state of Idaho. Upon a showing of hardship by the Idaho resident student, this requirement that a clinical rotation occur at a facility in the state of Idaho may be waived by the SBOE. The coordination of such clinical rotations shall be the responsibility of the School. The School shall report annually to the SBOE on the status of student clinical rotations in the state of Idaho.

5. Tuition. Idaho resident students who are enrolled under the provisions of this Agreement shall be assessed the tuition and fees established for Utah resident students. In addition, Idaho resident students may be assessed any additional tuition and fees that may be required by law or required by SBOE.

6. Annual Support Fee and Payments.

(a) The total annual support fee that SBOE agrees to pay the School for each Idaho resident student enrolled in the School under this cooperative program for the 2004-05 academic year shall be \$27,613 ~~_____~~ 35,177 which is the amount appropriated by the State of Idaho. ~~The support fee will increase to \$30,613 per Idaho resident student for the 2005-06 academic year.~~ Thereafter, the parties agree that the annual support fee for each Idaho resident student shall increase ~~in proportion to any increase in~~ by 120% ~~of by the Higher Education Cost Adjustment (HECA)~~ Consumer Price Index. ~~The index used shall be the published December to December Consumer Price Index for the 2nd year preceding the academic year. The published Consumer Price Index used will be from the U.S. Department of Labor, Bureau of Labor Statistics, All Urban Consumers, U.S. City Averages, All Items. index, using the most current for the most recent year for which data that is available in order to establish; the annual support fee must be established by July 1, 2009 for the 2009-10 academic year, and by July 1, 2010 for the 2010-11 academic year next succeeding academic year.~~

(b) The SBOE's annual support fee obligation each academic year shall only be for Idaho resident students actually enrolled in the cooperative program under this Agreement during such academic year, and accordingly shall be subject to adjustment as described in Section 8 hereinbelow.

(c) The SBOE agrees to make the annual support fee payment to the School within thirty (30) days after receiving from the School the annual support fee statement, which details the Idaho resident students enrolled under this Agreement.

(d) SBOE's payment obligation for each Idaho resident student enrolled in the School pursuant to this Agreement will continue for the length of enrollment of each Idaho resident student in the School. The receipt of any scholarship by an Idaho resident student, including any federal scholarship, will not reduce the SBOE's obligation under this Agreement.

(e) The School agrees to collect the incentive fee assessed by SBOE pursuant to Idaho Code §33-3723, establishing the Idaho Rural Physician Incentive Program. Each academic year SBOE will notify the School of the amount to be collected from each Idaho resident student enrolled pursuant to this cooperative program for that school year. The School will collect the fee from all Idaho sponsored students, and promptly transfer such funds to SBOE.

7. Legislative Appropriation. SBOE agrees that it will include support obligations which it anticipates will become due as a result of this Agreement in each budget submitted to the Idaho Legislature, and will use good faith efforts to secure appropriations to meet such anticipated obligations. However, if the Idaho Legislature fails to make any appropriation, or appropriates an amount of money insufficient to meet the total amount due to the School for an academic year, then SBOE will not be obligated for support fee payments beyond the funds appropriated, if any. If the Idaho Legislature appropriates an amount of money insufficient to meet the total amount due to the School for an academic year, then each Idaho resident student who determines to remain in the program shall be responsible for the difference between the annual

support fee and the per student appropriation. If the Idaho Legislature fails to make any appropriation or otherwise determines to discontinue Idaho's participation in this cooperative program, and then in such event the School will not be obligated to reserve any positions in future entering classes, and ~~If no appropriation is made, or the amount is insufficient for payments to be made for all Idaho resident students previously admitted under this Agreement, then~~ the School agrees to permit each Idaho resident student enrolled under this Agreement to continue in the course of instruction leading to the M.D. degree, so long as a satisfactory academic record is maintained and the Idaho resident student pays the applicable tuition and fees. Under these circumstances, the School will have the right to charge each Idaho resident student the tuition and fees established for non-resident students.

8. Refunding of Annual Support Fee. In the event an Idaho resident student enrolled pursuant to this Agreement is terminated during an academic year for any reason, then the School will refund to SBOE the annual support fee payment made on behalf of such student, subject to the same rules and regulations as apply generally to the refund of tuition and fees to medical students enrolled in the School that terminate their course of study during an academic year.

9. Information to SBOE. The School will submit an annual report to SBOE on or before August 31 of each year of this Agreement. In addition, the School will provide to SBOE ~~on or before July 31 of each academic year covered by this Agreement information regarding the established tuition and fees for Utah residents for the upcoming academic year. In addition, the School will provide to SBOE~~ on or before August 31 of each ~~academic year~~ of this Agreement the names of students accepted for the upcoming school year ~~under this Agreement~~, and a report on the academic progress of continuing students enrolled under this Agreement. From time to time, as information is required for the successful operation of this cooperative program, the School will, upon reasonable request, make additional reports to the SBOE. Such information is limited to that permitted to be disclosed by the School to the SBOE under the Family Education Rights and Privacy Act, 20 U.S.C.A. § 1232g, as amended.

10. Term and Termination. The effective date of this Agreement shall coincide with the beginning of the 2004~~8~~-2005~~9~~ academic year of the School, and will expire at the conclusion of the 2007~~10~~-2008~~11~~ academic year of the School. Notwithstanding, this Agreement may be terminated by either party prior to the expiration date for any reason upon 30 days written notice to the other party. The parties agree that the expiration or termination of this Agreement shall not affect: (a) the School's obligation with respect to Idaho resident students enrolled under this Agreement at the time of expiration or termination who have not finished their course of study, and (b) SBOE's support fee obligation with respect to Idaho resident students enrolled under this Agreement at the time of expiration or termination who have not finished their course of study, unless such students withdraw or are dismissed as discussed in Section 1(b) hereinabove. This Agreement may not be modified or amended except by a written instrument executed by both parties. If full payment by the SBOE is not made by the due date for such payment, then the Agreement may be terminated immediately, except as it applies

to individual Idaho resident students currently enrolled at the School at the time of such termination.

11. Notice. All notices and other communications shall be addressed as follows:

Idaho State Board of Education

~~MDr. Gary Stivers~~ Mike Rush

Executive Director

Office of the State Board of Education

PO Box 83720

Boise, ID 83720-0037

University of Utah

Dr. A. Lorris Betz

Senior Vice President for Health Sciences

University of Utah School of Medicine

50 North Medical Drive

Salt Lake City, UT 84132-0001

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement on this ____ day of _____, 20048.

IDAHO STATE BOARD OF EDUCATION

UNIVERSITY OF UTAH

Executive Director

Idaho State Board of Education

Vice President for Health Sciences

University of Utah

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: I. Real and Personal Property and Services

April 2002

I. Real and Personal Property and Services

3. Acquisition of Personal Property and Services

- a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars (\$500,000) require prior Board approval.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOISE STATE UNIVERSITY

SUBJECT

Corporate sponsorship agreement with Boise Office Equipment

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.6.b

BACKGROUND

Boise State University's Athletics Department actively promotes corporate sponsorships of its intercollegiate athletic teams and facilities. These agreements give sponsors an opportunity to advertise and promote their organization at university athletic events and in media advertising in exchange for a multi-year monetary commitment.

DISCUSSION

This sponsorship is designated as a major corporate partnership with benefits including signage and media advertisement in Boise State University's athletic venues, radio, television and print advertisements as well as corporate hospitality benefits including rights to game sponsorship, use of logo in advertising, tickets to certain events and access to coaches for speaking engagements. Details of the corporate sponsorship agreement are found in the Attachment 1 on page 2.

IMPACT

The value of this contract is based on the success of Boise State University's intercollegiate athletics program and the sponsor's interest in being affiliated with the program. The proposed sponsorship agreement provides that Boise Office Equipment pay Boise State University \$50,000 cash and \$40,000 in-kind trade for each year of the three-year agreement.

ATTACHMENTS

Attachment 1 – Agreement Summary

Page 3

Attachment 2 – Draft Agreement

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Over three years the university will be paid \$150,000 in cash and \$120,000 in-kind trade.

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOARD ACTION

A motion to approve Boise State University's request to enter into a corporate sponsorship agreement with Boise Office Equipment in accordance with the terms in the attached final draft of the agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

SUMMARY OF BOISE OFFICE EQUIPMENT CONTRACT TERMS AND CONDITIONS

Contract term: July 1, 2008 through June 30, 2011

Financial Terms and Conditions

Boise State University will provide Boise Office Equipment the following:

Signs/advertising in the following venues:

- Bronco Stadium
- Taco Bell Arena
- Bronco Vision Video Board

Radio and Television Advertising

Game Print Advertising

Internet Advertising

Mail Advertising

Corporate Hospitality and Entertainment Opportunities

In return for the above, Boise Office Equipment will provide the following for Boise State University:

- Year 1: \$50,000 in cash and \$40,000 in-kind trade
- Year 2: \$50,000 in cash and \$40,000 in-kind trade
- Year 3: \$50,000 in cash and \$40,000 in-kind trade
- Service on certain office equipment in Athletics Department

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ATTACHMENT 2

CORPORATE PARTNER AGREEMENT

THIS AGREEMENT, made this _____ day of April, 2008, by and between Boise State University (herein after BSU) and the Boise Office Equipment (herein after "BOE" or "Partner").

Witnesseth:

WHEREAS, BSU has a proprietary interest in its intercollegiate athletic teams and facilities and in the use of any material relating to those teams and facilities; and WHEREAS, Partner desires to purchase certain rights from BSU pertaining to the advertising and partnership of BSU athletics and summer camps; and

WHEREAS, BSU is willing to license such rights to Partner upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the covenants and terms of the Agreement, BSU agrees to license to Partner rights to advertise and partner with BSU athletics as set forth herein:

A. BSU hereby grants to partner the rights to be one of six Team Bronco Major Corporate Partners for BSU Athletics beginning July 1, 2008 through June 30, 2011.

B. BSU shall provide BOE the following:

Bronco Stadium:

Stadium Interior

- Two 3 x 14 foot back-lit static ad panel on stadium fascia linked to scoring mechanism
- One 4 x 8 foot back-lit static ad panel in the North Endzone field level
- One 3 x 18 foot Sideline Signature for all Football home games

Humanitarian Bowl

- All BOE permanent signage to remain in place for each Humanitarian Bowl held in Bronco Stadium during the term of this Agreement (this does not include the temporary sideline signatures)

Taco Bell Arena

Taco Bell Arena Interior

- Two 5 x 10 foot back lit rotators on fascia behind each basket linked to scoring mechanism
- Three 3 x 9 foot back lit rotator ad panels on either side of the basketball floor
- One 3 x 8 foot back lit static ad panel on either side of the basketball floor

Bronco Vision

Bronco Vision Video Board

- One 30 second PSA per home football and basketball game
- One In-Game Promotional Feature per home football and basketball game (i.e. – BOE Copier Race, Halftime Statistics)
- One In-Game Partner Thank-You by Head Football and Basketball

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 19-20, 2008

Radio & Television

Radio (KIDO/Peak Broadcasting)

- One 15-second spot within the game day Football broadcast on KIDO Radio
- One 30-second Coaches Thank-You spot during all Football and Men's Basketball broadcasts

Boise State Radio

- 50 rotating underwriting spots as Corporate Partner of Bronco Athletics per year on Boise State Radio Network (Boise State Radio comprised of KBSU, KBSX, KBSS and KBSW)

Television (KTVB Media Group)

- One 30-second commercial spot during each live or replayed Bronco football and basketball telecast by the KTVB Media Group. Football live broadcasts also include KTFT in Twin Falls, KSKN in Spokane and KPVI in Pocatello/Idaho Falls.
- Rotating spots on KTVB and 24/7 NewsChannel from September to March (minimum of 15 spots on KTVB during Prime Time and minimum of 175 rotating spots on 24/7)

Print Advertising

Game Program Advertising

- One full page color ad in each home football and basketball game program

Internet

Broncosports.com

- BOE logo on BSU Athletic Home Page
- Direct link to company home page from www.broncosports.com
- Rotating BOE banner on Bronco Vision video player showing streamed live events or archived video content
- Available promotional opportunities on Web Page to be determined

Athletic Department Mailings

Football and Basketball Season Ticket Mailings

- Inclusion in all season ticket mailings done by Boise State Athletics. Print materials to be provided by BOE and be limited to a single sheet no larger than 8 ½ x 11.

Corporate Hospitality and Entertainment

Motivational Speakers

- Use of a Boise State coaching staff or administrative staff member 60 minutes per year (based on availability and agreed upon by chosen coach/administrator) for speaking engagement or

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

corporate appearance for employees and/or customers, with the potential to purchase additional speaking engagements at agreed upon times/rates.

- Use of a Boise State head coach, coaching staff, administrative staff member, cheerleaders, mascot, dance team or marching band for a promotional commercial shoot once per year. All shoots based on availability and agreed upon by chosen coach, administrator or other group.

Team Travel

- Two spots to an away football game to be determined by Boise State (airline, lodging and game tickets included in travel package).

Logo Rights

- License to utilize athletic mark and Team Bronco logo in self-promotions and marketing efforts, provided, however, that all use of the University's logos in any medium must have prior approval from the University.

Passes

- Two sideline passes to all home football games
- Six reserved parking passes for football in Bronco Stadium parking lot
- Six parking passes for men's basketball
- 16 passes to Corporate Tailgate Party at each home football game.

Season Tickets and Bronco Athletic Association Membership

- 4 Club Seats in SkyClub Facility at Bronco Stadium
- 16 VIP season tickets to all BSU Athletic Events
- 6 Bronco Athletic Association Memberships

C. In consideration for all rights and benefits granted to BOE in this Agreement, BOE shall pay to BSU a Sponsorship Fee for each of the 2008-2009, 2009-2010 and 2010-2011 Seasons as follows:

1. BOE shall pay BSU Athletics the full amount in cash by March 30th of 2009, 2010 and 2011 as follows:
 - Year #1: \$50,000 cash and \$40,000 in-kind trade
 - Year #2: \$50,000 cash and \$40,000 in-kind trade
 - Year #3: \$50,000 cash and \$40,000 in-kind trade
 - BOE inventory provided each year of this agreement. Service, not supplies for the machines are included in this agreement

D. PROMOTIONAL MERCHANDISE

Partner further agrees, as partial consideration for this Agreement, that during the course of this Agreement, all promotional merchandise purchased by Partner containing the BSU or Big Four names, logos, or trademarks shall be purchased through University-owned stores through BSU's corporate product and price list.

E. In establishing this multi-year partnership with BSU Athletics, your company shall be industry exclusive throughout Boise State Athletics. No other competitor shall have any permanent presence in Bronco Stadium or Taco Bell Arena during the term of this agreement.

F. The Partner shall comply with all University policies; and local, state and federal laws in the performance of this Agreement and in the usage of the rights granted hereunder.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

G. The rights granted to each party hereunder are not assignable or transferable by either party without the express written consent of the other party, which consent shall not be unreasonably withheld.

H. Any questions or concerns regarding this Agreement should be addressed to:

Brad Larrondo
Assistant Athletic Director
1910 University Drive
Boise, ID 83725

I. Either party shall have the right to terminate this Agreement in the event that the other party is in material breach of its obligations hereunder and such breach has not been cured within thirty (30) days of written notice thereof from the non-breaching party.

J. In the event litigation is brought by either party arising from the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, costs, and disbursements incurred in connection with such action. In such event, the parties agree that the District Court for the Fourth Judicial District of the State of Idaho in and for the County of Ada shall have jurisdiction over the dispute, and shall be the appropriate venue for the handling of such action.

K. This Agreement is contingent upon the approval of the Idaho State Board of Education, and shall be construed in accordance with Idaho law.

L. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes and replaces all prior agreements and understandings. This Agreement may only be amended in writing, executed by both parties.

M. BOE will have the first right of negotiation as a Team Bronco Partner and will exercise this option no later than March 15, 2011.

N. The relationship between the parties is that of University and sponsor, and parties to this Agreement. The parties acknowledge that they are separate legal entities, and that, notwithstanding the informal use of the term "partner" in this Agreement, nothing herein shall be deemed to create or imply the existence of a legal partnership, joint venture, agency relationship, or any other type of legal relationship.

IN WITNESS whereof, the parties have caused this Agreement to be executed on the date first set forth above.

BOISE OFFICE EQUIPMENT

By _____
Brent Kelly
Boise Office Equipment

BOISE STATE UNIVERSITY

By _____
Gene Bleymaier
Director of Athletics

By _____
Stacy Pearson
Vice President, Finance & Administration

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

6. Disposal of Personal Property

Sale, surplus disposal, trade-in, or exchange of property with a value greater than two hundred fifty thousand dollars (\$250,000) requires prior Board approval.

b. Sale of Services

The sale of any services or rights (broadcast or other) of any institution, school or agency requires prior approval of the Board when it is reasonably expected that the proceeds of such action may exceed two hundred fifty thousand dollars (\$250,000). Any sale of such services or rights must be conducted via an open bidding process or other means that maximizes the returns in revenues, assets, or benefits to the institution, school or agency.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOISE STATE UNIVERSITY

SUBJECT

Corporate sponsorship agreement with Northwest Dodge Dealers.

REFERENCE

August 2005

Board approved corporate sponsorship agreement with Northwest Dodge Dealers.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.6.b

BACKGROUND

Boise State University's Athletics Department actively promotes corporate sponsorships of its intercollegiate athletic teams and facilities. These agreements give sponsors an opportunity to advertise and promote their organization at university athletic events and in media advertising in exchange for a multi-year monetary commitment.

DISCUSSION

This sponsorship is designated as a major corporate partnership with benefits including signage and media advertisement in Boise State University's athletic venues, radio, television and print advertisements as well as corporate hospitality benefits including rights to game sponsorship, use of logo in advertising, tickets to certain events and access to coaches for speaking engagements. Details of the corporate sponsorship agreement are found in the attached copy of the proposed agreement.

IMPACT

The value of this contract is based on the success of Boise State University's intercollegiate athletics program and the sponsor's interest in being affiliated with the program. The proposed sponsorship agreement provides that Northwest Dodge Dealers pay Boise State University \$189,000 for each year of the two-year agreement.

ATTACHMENTS

Attachment 1 – Agreement Summary

Page 3

Attachment 2 – Draft Agreement

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

This agreement calls for a total of \$378,000 over the two year contract term.

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOARD ACTION

A motion to approve Boise State University's request to enter into a corporate sponsorship agreement with Northwest Dodge Dealers in accordance with the terms in the attached final draft of the agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

**SUMMARY OF NORTHWEST DODGE DEALERS CONTRACT TERMS AND
CONDITIONS**

Contract term: July 1, 2008 through June 30, 2010

Terms and Conditions:

Boise State University will provide Boise Office Equipment the following:

Signs and advertising in the following venues:

- Bronco Stadium
- Taco Bell Arena
- Bronco Vision Video Board

Radio and Television Advertising

Game Print Advertising

Internet Advertising

Mail Advertising

Corporate Hospitality and Entertainment Opportunities

In return for the above, Boise Office Equipment will make the following payments to
Boise State University:

- Year 1: \$189,000 cash payment
- Year 2: \$189,000 cash payment

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CORPORATE PARTNER AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2008, by and between Boise State University (herein after BSU) and the Northwest Dodge Dealers (herein after "NWDD" or "Partner").

Witnesseth:

WHEREAS, BSU has a proprietary interest in its intercollegiate athletic teams and facilities and in the use of any material relating to those teams and facilities; and WHEREAS, Partner desires to purchase certain rights from BSU pertaining to the advertising and partnership of BSU athletics and summer camps; and

WHEREAS, BSU is willing to license such rights to Partner upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the covenants and terms of the Agreement, BSU agrees to license to Partner rights to advertise and partner with BSU athletics as set forth herein:

A. BSU hereby grants to partner the rights to be one of four Big Four Major Corporate Partners for BSU Athletics beginning July 1, 2008 through June 30, 2010.

B. BSU shall provide NWDD the following:

Bronco Stadium:

Stadium Interior

- One 12 x 14 foot back-lit static ad panel on Bronco Vision Video Board
- One 3 x 8 foot back-lit ad panel on south auxiliary scoreboard
- One 3 x 18 foot Sideline Signature for all Football home games on the East sideline

Stadium Exterior

- One 7x 24 foot front lit panel on stadium exterior facing Broadway Avenue

Humanitarian Bowl

- All NWDD permanent signage to remain in place for each Humanitarian Bowl held in Bronco Stadium during the term of this Agreement (this does not include the temporary sideline signatures)

Taco Bell Arena

Taco Bell Arena Interior

- One 2 x 8 foot back lit ad panel on Bronco Vision Video Board
- One 2 x 4 foot back lit ad panel on Bronco Vision Video Board
- One 3 x 9 foot back lit ad panels behind each basket next to game scoring mechanisms
- One 2 x 2 foot back lit ad panel located to scoring mechanism behind north basket
- Three 3 x 9 foot back lit rotator ad panel on each side of the basketball floor
- One 3 x 9 foot back lit static ad panel on each side of the basketball floor

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 19-20, 2008

Taco Bell Arena Exterior

- 13 x 25 foot electronic message board with back-lit presence of Big 4 Bronco Logo
- Business Logo and Electronic Messages on Taco Bell Arena Exterior Reader Board

Basketball Floor Logos

- Two 8 x 8 foot NWDD Logos on each side of the basketball floor for all men's and women's home basketball games played in Taco Bell Arena

Bronco Vision

Bronco Vision Video Board

- Replay sponsor during all FB/BB home games (NWDD logo leads into each Bronco Vision replay for one quarter **each FB/BB** home game)
- One 30 second promotional spot per home football and basketball game
- One In-Game Promotional Feature per home football and basketball game (i.e. – Dodge Keys To The Game)
- One In-Game Partner Thank-You by Head Football and Basketball

Additional Venue Signage

Bronco Venues

- Bronco Gym (NWDD Logo)
- Boas Soccer Complex (3 x 9 foot static ad panel on score board with NWDD Logo)
- Jackson's Indoor Track (4.5 x 5 foot static ad panel on scoreboard with Big 4 Logo)

Radio & Television

Radio (KIDO/Peak Broadcasting)

- One 15-second spot within the game day Football and Basketball broadcast on KIDO Radio
- One 30-second Coaches Thank-You spot during all Football and Men's Basketball broadcasts
- Rotating Tag Lines ("Brought to you by the Northwest Dodge Dealers") on Boise State Athletics promotional airtime

Boise State Radio

- 100 rotating underwriting spots as Corporate Partner of Bronco Athletics per year on Boise State Radio Network (Boise State Radio comprised of KBSU, KBSX, KBSS and KBSW)

Television (KTVB Media Group)

- One 30-second commercial spot during each live or replayed Bronco football and basketball telecast by the KTVB Media Group. Football live broadcasts also include KTFT in Twin Falls, KSKN in Spokane and KPVI in Pocatello/Idaho Falls.
- Rotating spots on KTVB and 24/7 NewsChannel from September to March (minimum of 25 spots on KTVB during Prime Time and minimum of 300 rotating spots on 24/7)
- Rotating Tag Lines or Logo Presence ("Brought to you by the Northwest Dodge Dealers") on Boise State Athletics promotional airtime running on KTVB and 24/7

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 19-20, 2008

Print Advertising

Game Program Advertising

- One full page color ad in each home football and basketball game program

Outdoor Advertising

- Bottom 1/3 of two 11 x 24 foot billboards per Football and Men's Basketball Season (Aug-March)
- Panel Advertising (front of bus) on Bronco Bus run by Valley Ride for three months per year

Big 4 Bronco Logo present on all of the following:

- Schedule Cards (100,000)
- Game Programs Covers (100,000)
- Media Guides (10,000)
- Team Posters (20,000)
- BAA Membership Magazine (14,000)
- Season Ticket Stock (175,000)
- Season Ticket Mailer Envelopes for Football and Men's Basketball (10,000)
- Summer Sports Camp Brochures (50,000)

Internet

Broncosports.com

- NWDD logo on BSU Athletic Home Page
- Direct link to company home page from www.broncosports.com
- Rotating NWDD banner on Bronco Vision video player showing streamed live events or archived video content
- Available promotional opportunities on Web Page to be determined

Athletic Department Mailings

Football and Basketball Season Ticket Mailings

- Inclusion in all season ticket mailings done by Boise State Athletics. Print materials to be provided by NWDD and be limited to a single sheet no larger than 8 ½ x 11.

Corporate Hospitality and Entertainment

Motivational Speakers

- Use of a Boise State coaching staff or administrative staff member 60 minutes per year (based on availability and agreed upon by chosen coach/administrator) for speaking engagement or corporate appearance for employees and/or customers, with the potential to purchase additional speaking engagements at an agreed upon times/rates.
- Use of a Boise State head coach, coaching staff, administrative staff member, cheerleaders, mascot, dance team or marching band for a promotional commercial shoot once per year. All

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 19-20, 2008

shoots based on availability and agreed upon by chosen coach, administrator or other group.

Team Travel

- Two spots to an away football game to be determined by Boise State (airline, lodging and game tickets included in travel package).

Logo Rights

License to utilize athletic mark and Big Four logo in self-promotions and marketing efforts, provided, however, that all use of the University's logos in any medium must have prior approval from the University.

Passes

- Two sideline passes to all home football games
- Six reserved parking passes for football in Bronco Stadium parking lot
- Six parking passes for men's basketball
- 16 passes to Corporate Tailgate Party at each home football game.

Game Sponsorship

- Title sponsor for one home football and men's basketball game during each season
- 50 additional VIP tickets for select football and men's basketball game
- NWDD banner above each stadium / arena entrance
- Individual logo on game programs and tickets for each selected game
- All TV, Radio, and Print advertising surrounding your game..."Brought to you by..."
- Promotional giveaway opportunities available for each selected game

Season Tickets and Bronco Athletic Association Membership

- 4 Club Seats in SkyClub Facility at Bronco Stadium
- 16 VIP season tickets to all BSU Athletic Events
- 400 Additional North End Zone tickets to each home football game
- 36 Additional Reserved Men's Basketball Season Tickets
- 6 Bronco Athletic Association Memberships

Dodge "Touchdown Truck"

- Touchdown Truck to be on display inside Bronco Stadium at all home football games
- Touchdown Truck may be utilized in on field promotions involving the NWDD
- Insurance and Liability for Touchdown Truck to be covered by BSU and State of Idaho

Promotions

****Football** – BSU to provide insurance on truck giveaway or truck lease (approved by NWDD prior to football season) during all home football games (ie – Halftime Punt, Pass and Kick for a Truck). Truck will be displayed inside stadium with possibility of truck actually being used for certain promotion (approved by NWDD prior to season).

****Basketball** -- BSU to provide insurance on truck giveaway or truck lease (approved by NWDD prior to basketball season) during all men's home basketball games (ie – Halftime Shoot For a Truck promotion). Truck will displayed outside the Taco Bell Arena with possibility of truck actually

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

being used for certain promotion (approved by NWDD prior to season)

C. In consideration for all rights and benefits granted to the NWDD in this Agreement, NWDD shall pay to BSU a Sponsorship Fee for each of the 2008-2009 and 2009-2010 Seasons as follows:

1. NWDD shall pay BSU Athletics the full amount in cash by March 30th of 2009 and 2010 as follows:

- Year #1: \$189,000
 - Payment #1 (\$37,800) Due on October 30, 2008
 - Payment #2 (\$37,800) Due on November 30, 2008
 - Payment #3 (\$37,800) Due on January 30, 2009
 - Payment #4 (\$37,800) Due on February 30, 2009
 - Payment #5 (\$37,800) Due on March 30, 2009

- Year #2: \$189,000
 - Payment #1 (\$37,800) Due on October 30, 2009
 - Payment #2 (\$37,800) Due on November 30, 2009
 - Payment #3 (\$37,800) Due on January 30, 2010
 - Payment #4 (\$37,800) Due on February 30, 2010
 - Payment #5 (\$37,800) Due on March 30, 2010

D. PROMOTIONAL MERCHANDISE

Partner further agrees, as partial consideration for this Agreement, that during the course of this Agreement, all promotional merchandise purchased by Partner containing the BSU or Big Four names, logos, or trademarks shall be purchased through University-owned stores through BSU's corporate product and price list.

E. In establishing this multi-year partnership with BSU Athletics, your company shall be industry exclusive throughout Boise State Athletics. No other competitor shall have any permanent presence in Bronco Stadium or Taco Bell Arena during the term of this agreement.

F. The Partner shall comply with all University policies; and local, state and federal laws in the performance of this Agreement and in the usage of the rights granted hereunder.

G. The rights granted to each party hereunder are not assignable or transferable by either party without the express written consent of the other party, which consent shall not be unreasonably withheld.

H. Any questions or concerns regarding this Agreement should be addressed to:

Brad Larrondo
Assistant Athletic Director
1910 University Drive
Boise, ID 83725

I. Either party shall have the right to terminate this Agreement in the event that the other party is in material breach of its obligations hereunder and such breach has not been cured within thirty (30) days of written notice thereof from the non-breaching party.

J. In the event litigation is brought by either party arising from the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, costs, and disbursements incurred in connection with such action. In such event, the parties agree that the District Court for the Fourth Judicial District of the

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

State of Idaho in and for the County of Ada shall have jurisdiction over the dispute, and shall be the appropriate venue for the handling of such action.

- K. This Agreement is contingent upon the approval of the Idaho State Board of Education, and shall be construed in accordance with Idaho law.
- L. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes and replaces all prior agreements and understandings. This Agreement may only be amended in writing, executed by both parties.
- M. NWDD will have the first right of negotiation as a Big Four Bronco Partner and will exercise this option no later than March 15, 2010.
- N. The relationship between the parties is that of University and sponsor, and parties to this Agreement. The parties acknowledge that they are separate legal entities, and that, notwithstanding the informal use of the term "partner" in this Agreement, nothing herein shall be deemed to create or imply the existence of a legal partnership, joint venture, agency relationship, or any other type of legal relationship.

IN WITNESS whereof, the parties have caused this Agreement to be executed on the date first set forth above.

NORTHWEST DODGE DEALERS

BOISE STATE UNIVERSITY

By _____

By _____

Gene Bleymaier
Director of Athletics

By _____

Stacy Pearson
Vice President, Finance & Administration

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

6. Disposal of Personal Property

Sale, surplus disposal, trade-in, or exchange of property with a value greater than two hundred fifty thousand dollars (\$250,000) requires prior Board approval.

b. Sale of Services

The sale of any services or rights (broadcast or other) of any institution, school or agency requires prior approval of the Board when it is reasonably expected that the proceeds of such action may exceed two hundred fifty thousand dollars (\$250,000). Any sale of such services or rights must be conducted via an open bidding process or other means that maximizes the returns in revenues, assets, or benefits to the institution, school or agency.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOISE STATE UNIVERSITY

SUBJECT

Law enforcement contract with Boise City Police Department

REFERENCE

October 2004 Board approved contract with Boise City Police Department to provide law enforcement services

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.1.a and V.I.3.a.
Section 67-2332, Idaho Code
Section 67-5715 through 67-5718, Idaho Code

BACKGROUND

For the past four years, the Boise Police Department has provided law enforcement services for Boise State University. The current contract for these services will expire on October 1, 2008, and the University wishes to enter into an agreement with the Boise Police Department for continued services for an additional year with an annual renewal option through 2012. The Boise City Council has approved the proposed agreement.

DISCUSSION

The proposed contract term is for one year beginning October 1, 2008 through September 30, 2009. The contract may be renewed for three additional one-year periods for a maximum period of four years. Annual costs are as follows:

2008/2009	\$807,664
2009/2010	\$831,893
2010/2011	\$856,850
2011/2012	<u>\$882,556</u>
Total	\$3,378,963

The contract also provides an hourly rate for law enforcement services not associated with the general services of the contract or for services beyond the staffing levels provided in the contract, such as law enforcement for special events. The additional cost of these services is generally billed to the event venue or event producer.

Due to the unique nature of law enforcement services, it is important for the University to build a relationship with its service provider. Therefore, provided that the contract costs remain competitive and the service exceptional, Boise State University would like to continue its arrangement with the Boise City Police

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Department in lieu of seeking a new service provider through the competitive bid process.

IMPACT

This cost represents an average annual increase of 6.09% increase over the cost of the previous four-year contract.

ATTACHMENTS

Attachment 1 – BSU Law Enforcement Services Agreement

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

The institution provided the following information to staff. The Boise Police Department (BPD) contract was reviewed by the City Council and it was determined that the city was losing significant money on the contract and required that the city close the gap. The city has acknowledged there are some advantages to the city patrolling BSU that have a monetary value such as:

- BPD is able to patrol the south campus and surrounding neighborhoods during the normal travel routes of BSU assigned officers
- BPD incurs some costs during special events like football with or without a contract
- Through the mutual aid agreement between law enforcement, if the Sheriff's office patrolled BSU, BPD would have occasional costs to support the county deputies.
- The first contract was bid based on the wages and benefits of new recruits or first year officers, the actual years of service for BSU officers is closer to 10 years, so the veteran police force assigned to BSU has a higher cost.
- BPD is very sensitive to fuel costs which have risen dramatically.
- BPD monetary loss occurs during events when the contract rate pays less than the actual rate the city has to pay the officers for overtime.

The original proposal from BPD was significantly higher, however, the institution was able to negotiate an 11% reduction to get to the final cost.

The \$28 for extra duty pay is for special events like Football and is in addition to, and not included, in the base contract amount of \$807K.

Equipment that is required to be provided by BSU is not included in the contract amount, and these amounts are generally covered by the Security budget, Parking budget, or other centrally funded account. The office space is maintained through occupancy dollars.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Police vehicles generally last for two years which is why there are charges in only the first and third years. If the contract were canceled after the first year, the second year of the vehicles life would be a sunk cost. If it is canceled at the end of the second year, the vehicle is fully used. This cycle repeats for years three and four.

The contract allows for either party to terminate the agreement with 90 days notice. This could be strengthened to require service for the entire contract year and only terminated during the year by BSU with 90-day notice.

Staff recommends approval.

BOARD ACTION

A motion to authorize Boise State University to enter into a law enforcement and security services annual contract with the Boise Police Department not to exceed \$807,664, with the option of three (3) one year extensions not to exceed \$3,378,963 over the life of the contract.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BSU LAW ENFORCEMENT SERVICES AGREEMENT

This Agreement is entered into between Boise City, a political subdivision of the State of Idaho, and Boise State University, a state educational institution, on the date written below.

RECITALS

WHEREAS, Boise City and the Boise City Police Department (hereinafter "BPD") wish to provide supplemental law enforcement services at Boise State University (hereinafter "BSU"); and

WHEREAS, BSU desires supplemental law enforcement services from BPD; and

WHEREAS, the parties to this Agreement wish to state more fully their rights and responsibilities regarding such supplemental law enforcement services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Basic Services. BPD will provide supplemental law enforcement services at the campus of BSU, and will perform the customary and usual duties of a law enforcement agency at said campus, including but not limited to the investigation and, where possible, prevention of crimes against persons and property, identification and arrest of violators of state laws, filing investigative and other required reports or documents, patrolling and maintaining building security, traffic control and enforcement (but not parking control), accident investigation and assistance to other law enforcement agencies as appropriate

BPD will also provide officers in uniform at an extra duty rate of \$28 per hour in contract year 2008/2009. This will be for uniformed police security at special events as desired by BSU. This rate will increase as follows 2009/2010-\$31 per hour; 2010/2011-\$33 per hour; and 2011/2012-\$34 per hour.

2. Performance of Duties BPD reserves the right to determine the deployment method for officers performing duties under this Agreement, and the manner in which the services contemplated by this Contract shall be provided. It is understood however, that BSU desires that both the interior and exterior areas of the BSU Campus will be patrolled by foot, bicycle, or by car

3. Controlling Procedures. The procedures of BPD personnel will be governed by the Boise Police Policy Manual (hereinafter "manual"). Where BSU procedure conflicts with the procedures set forth in the manual, the provisions of the manual shall prevail.

BPD will encourage an open dialogue with BSU and the exchange of certain information in areas regarding scheduling needs, public safety concerns, and matters of mutual interest; provided however, that no special relationship or duty is created or contemplated by this reference.

BSU designates the Campus Security Director as its chief liaison for the purposes of such communication.

4. Access to Information. All written requests from the BSU Campus Security Director for information on BPD investigations arising from incidents occurring on BSU property and involving BSU students or employees will be subject to disclosure under the Idaho Open Records Act as set out by Idaho Code §9-335, et seq.

5. P.O.S.T. Training and Personnel. BPD will use P.O.S.T. trained officers in meeting its obligation under this Agreement. Six (6) officers will be assigned to BSU in addition to one (1) lieutenant and four and two-tenths (4.2) Police Records Clerks. Scheduling of personnel shall be by agreement of the parties hereto, and is subject to change due to circumstances.

6. Uniforms and Assignments. Those persons providing law enforcement services under the terms of this Agreement will wear the BPD uniform at all times when performing their duties hereunder, unless otherwise directed by BPD. BPD will maintain complete discretion to make officer assignments for BSU.

7. Law Enforcement Services Hours. BPD will provide the law enforcement services as specified herein on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.

8. Police Records Clerk Hours. The BPD will provide Police Records Clerk personnel at the BPD Campus Sub-Station as specified herein on a twenty-four (24) hour-a-day, seven (7) day-a-week basis. For purposes of this Agreement, Police Records Clerks are not considered "law enforcement services personnel."

Individual shift scheduling of Police Records Clerks shall be at the discretion of BPD; provided, however, that the BPD Sub-Station office hours shall be on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.

9. BSU Policies. BSU may from time to time adopt policies affecting the conduct of persons present on the BSU Campus. To the extent that violation of those policies constitutes a violation of applicable law, including a breach of the peace, or a threat to public health or safety, BPD will take the appropriate law enforcement actions as BPD determines in its sole discretion to be proper under the circumstances. To the extent that violation of those policies does not constitute a violation of applicable law, BPD is not required to take any law enforcement action and may leave the enforcement of those policies to BSU.

10. Price. BSU, in consideration of the services provided under the terms of this Agreement, will pay the total sum of Eight Hundred Seven Thousand Six Hundred Sixty-four dollars (\$807,664) to Boise City, to be paid in eleven (11) equal monthly installments consisting of Sixty-seven Thousand Three Hundred and Five Dollars (\$67,305), and a twelfth installment consisting of Sixty-seven Thousand Three Hundred and Nine Dollars (\$67,309), commencing November 1, 2008.

If the parties agree to extend this Agreement pursuant to Section 14, the prices shall be as follows: Year 2: \$831,893; Year 3: \$856,850; Year 4: \$882,556.

11. Equipment. BSU shall provide office space, furniture and equipment, including but not limited to, telephones, patrol bicycle, pagers and a radio communication system deemed sufficient by BPD for the purposes of this Agreement.

As part of the Agreement price, BPD agrees to provide two (2) suitable patrol cars equipped with appropriate law enforcement equipment, such as lights, sirens, shotgun and radio, and one unmarked patrol vehicle, as well as any law enforcement equipment carried by the officers.

The cost of the three patrol vehicles is incorporated into the first and third years of this Agreement. There will be no additional charges added through the year 2012. All equipment purchased through the Police Department's budget will be serviced by and is considered the property of BPD.

BPD also agrees to provide, at no cost to the University, a motorized safety patrol cart. This vehicle will be used for safety escorts of students and faculty, directed patrols on the inner campus, as well as other proactive police enforcement.

12. Employment. BPD personnel acting pursuant to this Agreement are not the employees of BSU, but remain the employees of Boise City.

13. Hold Harmless. BSU agrees to hold harmless, defend and indemnify Boise City and BPD, or any of their officers, agents or employees from and against all claims, losses, actions or judgments for damages, or injuries to persons or property arising out of or in connection with any negligent or tortious acts or omissions of BSU, its officers, agents or employees related to this Agreement.

Boise City and BPD agree to hold harmless, defend and indemnify BSU, its officers, agents and employees from and against all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with any negligent or tortious acts or omissions of Boise City or BPD, their officers, agents or employees related to this Agreement.

Provided, however, that nothing contained herein shall extend the liability of either party beyond that provided by governing law.

The City of Boise will, at its sole cost and expense, procure and maintain throughout the term of this Agreement the following:

- a. commercial general liability insurance with limits not less than \$1,000,000 with combined property damage and bodily injury liability, including blanket contractual and personal injury liability,

b. automobile liability, including property damage and bodily injury with combined limits of not less than \$1,000,000; and

c. worker's compensation insurance in amounts as required by statute, regardless of the number of employees, or lack thereof, to be engaged in the completion of this Contract.

14. Term. This Agreement is for a period of one (1) year commencing on October 1, 2008, and ending on September 30, 2009, but may be renewed on an annual basis by mutual agreement in writing between the parties. A renewal of this Agreement in the three years following the original expiration date shall be governed by the terms of BPD's final response to the Request for Proposals, including the prices quoted in Section 10 of this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties and all other agreements, oral or written, are merged herein.

16. Cancellation. Either party may cancel this Agreement for nonperformance or poor performance on ninety (90) days written notice. Any cancellation of this Agreement based on an allegation of poor performance must be in good faith and amounts due under this Agreement shall be calculated through the actual date of termination of this Agreement rather than the date of notice of termination.

17. Notice. Notices required or contemplated under this Agreement shall be in writing and mailed or hand delivered to the respective parties at the following addresses, or such other addresses as the parties hereto may, by notice, designate in writing to each other:

Boise State University:

Stacy Pearson
Vice President of Finance and Administration
Boise State University
1910 University Drive
Boise, Idaho 83725
Phone: (208) 426-1200

Boise City Police Department:

Chief Michael Masterson
Chief of Police
Boise City Police Department
7200 Barrister Drive
Boise, Idaho 83704
Phone: (208) 377-6670

18. No Waiver of Future Breach. The failure of a party hereto to insist upon strict performance or observation of this Agreement shall not be a waiver of any breach or of any terms or conditions of this Agreement by any other party.

19. Severability. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

20. Attorney Fees. In the event of any litigation arising under or as a result of this Agreement or arising from all of the acts to be performed hereunder or the alleged breach of this Agreement, the prevailing party shall recover its costs and reasonable attorney fees.

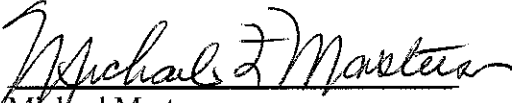
21. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the State of Idaho.

22. Amendment. No amendment, alteration or modification of this Agreement shall be effective unless made in writing and duly executed by the parties hereto.

23. Counterparts. The parties will execute five (5) counterparts of this Agreement and each such counterpart shall be deemed an "original" for all purposes.

DATED, this 12 day of February, 2008.

BOISE CITY CHIEF OF POLICE


Michael Masterson

BOISE STATE UNIVERSITY

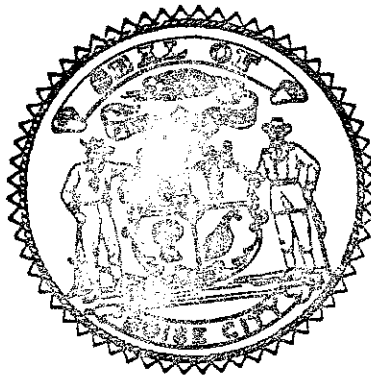
Stacy Pearson

BOISE CITY MAYOR


David H. Bieter

ATTEST:


Boise City Clerk



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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.

3. Acquisition of Personal Property and Services

- a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars (\$500,000) require prior Board approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

IDAHO STATUTES
TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 23
MISCELLANEOUS PROVISIONS

67-2332. INTERAGENCY CONTRACTS. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, including, but not limited to joint contracting for services, supplies and capital equipment, provided that such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.

IDAHO STATUTES
TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 57
DEPARTMENT OF ADMINISTRATION

67-5715. PURPOSE OF ACT. The Idaho legislature, recognizing that an offered low price is not always indicative of the greatest value, declares it to be the policy of the state to expect open competitive bids in acquisitions of property, and to maximize competition, and maximize the value received by the government of the state with attendant benefits to the citizens.

67-5716. DEFINITIONS OF TERMS. (1) Acquisition. The process of procuring or purchasing property by the state of Idaho.

(2) Procurement. Obtaining property for state use by lease, rent, or any manner other than by purchase or gift.

(3) Property. Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interests in such property.

(4) Goods. Items of personal property, not qualifying as equipment, parts or supplies.

(5) Services. Personal services, in excess of personnel regularly employed for whatever duration and/or covered by personnel system standards, for which bidding is not prohibited or made impractical by statute, rules or generally accepted ethical practices.

(6) Parts. Items of personal property acquired for repair or replacement of unserviceable existing items.

(7) Supplies. Items of personal property having an expendable quality or during their normal use are consumed and which require or suggest acquisition in bulk.

(8) Equipment. Items of personal property which have a normal useful life expectancy of two (2) or more years.

(9) Component. An item of property normally assembled with other items into a unified productive whole at the site of use, which items belong to functional classes that may be interchangeable units of similar function but differing operational or productive capabilities.

(10) Vendor. A person or entity capable of supplying property to the state.

(11) Bidder. A vendor who has submitted a bid on a specific item or items of property to be acquired by the state.

(12) Lowest responsible bidder. The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state; except that when specifications are valued or comparative performance

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

examinations are conducted, the results of such examinations and the relative score of valued specifications will be weighed, as set out in the specifications, in determining the lowest acquisition price.

(13) Contractor. A bidder who has been awarded an acquisition contract.

(14) Agency. All officers, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

(15) Bid. A written offer to perform a contract to purchase or supply property or services in response to an invitation for bid or request for proposal.

(16) Recyclable. Materials that still have useful physical, chemical or biological properties after serving their original purposes and can, therefore, be reasonably reused or recycled for the same or other purposes.

(17) Recycled-content product. A product containing postconsumer waste and/or secondary waste as defined in this section.

(18) Postconsumer waste. A finished material which would normally be disposed of as a solid waste, having completed its life cycle as a consumer item.

(19) Secondary waste. Fragments of products or finished products of a manufacturing process, which has converted a virgin resource into a commodity of real economic value and may include a postconsumer waste.

67-5717. POWERS AND DUTIES OF THE ADMINISTRATOR OF THE DIVISION OF PURCHASING. The administrator of the division of purchasing:

(1) Shall acquire, according to the provisions of this chapter, all property for state agencies;

(2) Shall acquire all property, unless excepted, by competitive bid, and shall specifically require competitive bids for property to be rented, leased or purchased through a deferred payment plan;

(3) Shall determine, based upon the requirements contained in the specification and matter relating to responsibility, the lowest responsible bidder in all competitively bid acquisition contracts;

(4) Shall enter into all contracts and agreements, and any modifications thereto, for the acquisition of any and all property on behalf of and in the name of the state;

(5) Shall, when economically feasible and practical, consolidate requisitions and acquire property in amounts as large as can be efficiently managed and controlled;

(6) May, in the evaluation of paper product bids, give those items that meet the recycled content standards as specified by the administrator a five percent (5%) purchasing preference. As such, those qualifying paper products may be considered to cost five percent (5%) less when choosing the lowest responsible bidder;

(7) May appoint a deputy, who shall have power to act for him and in his place while absent, which deputy shall be bonded to the state of Idaho as prescribed by chapter 8, title 59, Idaho Code;

(8) May require from any contractor the submission of a performance bond for such sum as will, in the opinion of the administrator, guarantee the faithful performance of such contract, and the amount and requirement therefore shall be set out in the specifications;

(9) May enter into open contracts for the acquisition of property commonly used by the various agencies, based upon actual or estimated requirements;

Unless an acquiring agency can show a substantial difference between the required capabilities and the capabilities provided by such property available on open contract, all agencies must utilize such property available on such contracts and failure to comply with this provision will subject the officers responsible for the acquisition to the penalties set forth in this chapter;

(10) May enter into contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such contracts contain no penalty to or restriction upon the state in the event cancellation is necessitated by a lack of financing for any such contract or contracts;

(11) Is authorized and empowered to formulate rules in the conduct of the office of the division of purchasing, subject to the approval of the director of the department of administration; (12) In accordance with established rules of the division, may enter into negotiations for acquisitions;

(13) May inspect property delivered by a contractor to determine whether it meets minimum bid specifications;

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

(14) May classify, after review with the various agencies, the requirements of the state for all property which may be acquired and adopt standards of quality for property, and establish standard specifications for acquisition. Each standard specification shall, until revised or rescinded, apply alike in terms and effect to each future acquisition of the classified property.

**67-5718. REQUISITIONS FOR PROPERTY -- NOTICE -- FORM -- GUARANTEE --
PROCEDURE FOR BIDDING.**

(1) The administrator of the division of purchasing shall not make or cause to be made any acquisition until a requisition for the property to be acquired has been submitted to his office by the requisitioning agency, certifying to the satisfaction of the administrator that there are proper funds or sufficient balance in appropriations out of which the amount of the requisition may lawfully be paid, except as provided to the contrary under provisions of this chapter allowing emergency purchases.

(2) Notice shall be posted of all acquisitions of property, unless otherwise excepted by rules of the division. The notice may be posted electronically. The administrator shall also cause all invitations to bid and requests for proposals to be posted manually in a conspicuous place in the office. The notice shall describe the property to be acquired in sufficient detail to apprise a bidder of the exact nature or functionality of the property required; and shall set forth the bid opening date, time and location.

(3) To enhance small business bidding opportunities, the administrator shall seek a minimum of three (3) bids from vendors having a significant Idaho economic presence as defined in section 67-2349, Idaho Code.

(4) All sealed bids received shall be opened at the time and place specified, and in the public view, and a record of each bid shall then and there be made. Contracts shall be awarded to and orders placed with the lowest responsible bidder on the basis of initial proposals received or, if applicable, following receipt and evaluation of best and final offers or negotiations. The administrator shall have the right to reject any and all bids pursuant to rules established for the division.

(5) Where both the bids and quality of property offered are the same, preference shall be given to property of local and domestic production and manufacture or from bidders having a significant Idaho economic presence as defined in the Idaho Code. In connection with the award of any contract for the placement of any order for state printing, binding, engraving or stationery work, the provisions of sections 60-101 and 60-103, Idaho Code, shall apply to the extent that the same may be inconsistent with any requirements contained in this section.

(6) As used in this section, the word "sealed" does not preclude acceptance of electronically sealed and submitted bids in addition to bids manually sealed and submitted.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOISE STATE UNIVERSITY

SUBJECT

Radio Broadcast Rights for Boise State University Athletics

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section V.I.6.b.

BACKGROUND

The University requests permission to enter into a radio rights broadcasting agreement with Peak Broadcasting. This proposed contract was reached via a public bid process followed by final negotiations with the winning bidder.

DISCUSSION

The proposed contract is for a period of two years. The proposed contract includes cash payments to the University of over \$640,000 over the two year term. In addition, the contract provides for over \$200,000 in advertising time as well.

Perhaps more importantly, the contract provides for more exposure to women's athletics and sports other than football and basketball than the University has received in prior agreements. Also new to this agreement, Peak has contracted for the creation of a "Bronco Radio Network" that will broadcast Boise State football and basketball games in markets across the state and around the region. The Bronco Radio Network will include Spanish broadcasts in the Boise market. Other Idaho markets include radio stations in Twin Falls, Idaho Falls, Pocatello, Sun Valley, McCall, and Lewiston. Regional markets include broadcasts in Ontario, Baker City, La Grande, Oregon, the Tri-Cities (Richland, Pasco and Kennewick) and Spokane, Washington (this market also serves Coeur d' Alene, Idaho). The estimated value of the air time to broadcast the games in these markets over the two year agreement is \$1,000,000.

IMPACT

The University will generate revenue from the radio rights agreement. More importantly, however, is the invaluable exposure the University will receive when BSU basketball and football games are broadcast around the state and the region. The University considers this one of the primary features of this new contract. Because of this and the new exposure to women's sports and sports other than football and basketball, this contract will be a valuable asset to the University in advertising Boise State's many achievements to a larger audience.

ATTACHMENTS

Attachment 1 - Draft agreement with Peak Broadcasting

Page 3

Attachment 2 – Letter of justification sent to purchasing

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

STAFF COMMENTS AND RECOMMENDATIONS

The increase in cash over a two year period compared to the current contract is \$199,000. The increased revenue will go into the athletic department revenues.

Summary of key new terms:

- Radio network through out regions of the State
- \$25,000 toward Stueckle Sky Club
- \$5,000 toward University Comprehensive Campaign
- Ad time inside game broadcasts for corporate sponsors
- Broadcast of 3 women's basketball games

Attached is the justification sent to State Purchasing.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University to enter into a two year radio rights broadcasting agreement with Peak Broadcasting pending SBOE legal review and Executive Director approval of the final negotiated agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AGREEMENT

This Agreement, made this _____ day of May, 2008, by and between BOISE STATE UNIVERSITY (hereinafter "BSU") and PEAK BROADCASTING OF BOISE, LLC, (hereinafter "PEAK").

WITNESSETH

WHEREAS, BSU has a proprietary interest in its intercollegiate athletic programs and in the use of any materials relating to those programs; and

WHEREAS, PEAK was the successful bidder for a license for the radio broadcasting of certain BSU athletic events; and

WHEREAS, the principal elements of the bid proposal are incorporated in this Agreement granting a license for radio broadcast rights to PEAK;

NOW, THEREFORE, in consideration of the covenants and terms of this Agreement, BSU hereby grants to PEAK an exclusive license to broadcast on radio certain intercollegiate athletic events, and PEAK hereby agrees to broadcast said events, as set forth herein.

RESERVED RIGHTS

1. BSU reserves all rights to the broadcast material and recordings both live and delayed, of the sporting events and activities covered by this Agreement, whether or not the same are evidenced by formal copyright. Notice of BSU's reservation of these rights shall be included as a part of every broadcast made pursuant to this Agreement.
2. BSU shall be considered the copyright owner of, and be entitled to receive all copyright royalty fees in any form allowed by law attributable to, the use or broadcast of the sporting events, preview shows, coach's shows and other programming produced by PEAK and BSU shall be entitled to all royalties, fees or other income which may be attributable to the use of said broadcast material and recordings and PEAK will provide any assistance needed by BSU to implement any use of said material other than by radio transmission.
3. BSU shall own the copyright of and in all broadcasts (live or delayed) and recordings of events or shows covered by this Agreement. Notice of the BSU copyright shall be included as part of every event broadcast made pursuant to this Agreement. The notice shall consist of the symbol "©" or the word "copyright" followed by the year that the event is first broadcast and the name "Boise State University" in every broadcast or medium of delivery.

4. PEAK shall record each event and show broadcast pursuant to this Agreement and shall make and preserve such copies of the recordings and evidence of fixation of the copyright for the broadcast as may be requested by BSU.
5. BSU reserves the right to sell the broadcasts or recordings (but not to a station in a competing market of PEAK or its Bronco Radio Network below).
6. Except for local news programming and the broadcasts allowed in this Agreement, PEAK and all of its affiliates and stations shall be prohibited from re-broadcasting any portion of an event without the expressed written permission of BSU.

TERM AND RIGHTS

7. The exclusive license granted by this Agreement shall be for a term of two (2) years, beginning the 1st day of July 2008, and extending through June 30, 2010.
8. Except for local news programming, all broadcast rights granted to PEAK in any form or manner under this Agreement shall cease at the expiration of the Agreement, whether or not the recordings are maintained in the PEAK inventory.

RADIO BROADCAST COMMITMENT

9. PEAK will broadcast live on radio all men's intercollegiate football and basketball games, regular and post-season, whether the same are played in Boise or elsewhere.
10. PEAK will record all BSU football and men's basketball game broadcasts and shall furnish them to BSU's Athletic Department upon request.
11. PEAK acknowledges that the broadcast rights may be subject to the rights of the Conference (WAC) that may precede the rights granted to PEAK.

PROMOTION AND PUBLICITY

12. PEAK will broadcast a 3-hour live pre-game show for all home games and for all regular season games for Football, and a 2-hour live pre-game show for all away games.
13. PEAK will broadcast up to a 2-hour post-game show, from the end of each game to the top of the second hour, for all games, home or away. Shows will include appearances by BSU head coaches (when available), game color and highlights, analysis, statistics and feature material. PEAK's broadcast team will host shows. PEAK will coordinate the content of these shows (pre-game and post-game) with BSU.

14. PEAK will work with BSU Athletics to determine a reasonable schedule for pre-game and post-game coach interviews. PEAK's broadcast team will also host these shows.
15. PEAK will establish pre-game and post-game exposure at the main entrance to Bronco stadium and Taco Bell Arena. PEAK will establish a temporary stage setting (i.e. College Game Day) with its broadcast team live for pre-game and potentially afternoon post game shows at its expense. Such stage will be in locations and under such requirements as directed in the sole discretion of BSU athletics.
16. Peak Broadcasting will extend its pre-game and post-game radio exposure to its 5 sister stations, KCIX, KSAS, KAWO, KXLT, and KFXD. BSU will make available a total of six (6) station locations for tailgate promotions in locations and under such conditions as directed by BSU in its sole discretion. Peak Broadcasting will be allowed to display one (non-competing) sponsor banner, not to exceed 6' x 8' in size at each location. Peak Broadcasting reserves the right to have exclusive station locations at all other BSU events that take place at the stadium or Taco Bell Arena (i.e. World's Largest Tailgate Party, scrimmages, etc.). All banners are subject to approval by BSU and cannot be of an entity competing with a sponsor of BSU.
17. PEAK will produce a weekly radio show, approximately one hour in length, called the PEAK Bronco Download, to be scheduled each Wednesday or mutually determined weekday, from 6pm to 7pm. PEAK shall run the show from September 1st through April 30th each year of the contract. Depending on the season, PEAK will feature coaches from all athletic programs (Football, Men's & Women's Basketball, etc.) subject to availability as determined by BSU. The show will include a contemporary sports show that features audience interaction, phone calls, interviews, highlights, contests and will be focused on BSU Athletics.
18. PEAK reserves the right to choose the location of all Coaches Shows, however PEAK will make every effort to insure that the location of the PEAK Bronco Download show be convenient to Boise State University and its coaches. The goal is to keep the location near the University and PEAK's studios on Park Blvd. BSU reserves the right to refuse a location if the location is inconsistent with the University's goals, mission or image or if the location is too inconvenient.
19. PEAK will broadcast all Post Season Play broadcasts as they would for all regular season Men's Football and Men's Basketball Games, including pre-game, during-game, post-game and weekly-featured shows.
20. PEAK will also provide sports reports from the following events (if and as allowed by the conference or NCAA):
 - a) Conference Championship events held in Boise involving BSU Men and Women.

- b) Other major events held in Boise of widespread interest, such as conference championships, the NCAA Regional Championships, or a post-season invitational.
- 21. PEAK will run a weekly Monday morning 15-60 minute radio program featuring the BSU head football/basketball coach in season. Said show will run in the 9am hour. BSU agrees that those coaches will not be made available, in their prospective seasons up to and including post season play, to other area radio stations for extended interviews or talk appearances. "Extended interviews or talk show appearances" shall be defined as a radio appearance of more than three minutes.
- 22. PEAK will air each week a Bronco Wrap Up Show on Tuesday mornings throughout the school year for 15-20 minutes, hosted by BSU staff members to discuss activities involving BSU athletics or Boise State University. This show will be done remotely or by tape delay when practicable so as to not require BSU employees to be at the radio station.
- 23. Peak Broadcasting will broadcast a minimum of three (3) Women's Basketball games per season. Peak Broadcasting will reserve the right to choose the games based on perceived levels of interest in the Treasure Valley. The Broadcast will be on the same station as football and men's basketball.

ADVERTISING TIME:

- 24. PEAK will provide commercial air time on the stations owned by the parent company in Boise. This time will be made available to the BSU Athletic Department to promote athletic events, ticket sales or other related events. Air time may mention BSU's sponsors once per commercial. The commercial time may not be used as selling copy for the tie-in advertisers. 10% of commercial airtime value must run on Peak Broadcasting stations' websites.
- 25. The Cash Value of said air time provided by PEAK shall be no less than as follows:

2008-2009	<u>\$100,000</u>
2009-2010	<u>\$105,000</u>

PEAK will provide BSU with accurate information of all current advertising rate schedules to allow BSU to verify and track the air time value usage.

- 26. All commercial placements will be submitted to Peak Broadcasting no later than 30 days prior to each scheduled start date, and at posted rates at the time of placement. BSU can place no more than 25% of their schedule on one specific Peak Broadcasting station.

27. PEAK will run promotional billboards 52 weeks per year as the “Home for Boise State Sports”. These “ID’s” will run a minimum of 20 times per week.
28. PEAK will run promotional announcements, in season, for all BSU game broadcasts at a minimum of 20 per week for both football and men’s basketball.
- a) PEAK will provide BSU a total of (2) two :30 second and (8) :15 second produced commercials to run within the broadcast of each Football game. PEAK will provide BSU a total of (1) one :30 second and (6) five :15 second produced commercials to run within the broadcast of each Men’s Basketball game. PEAK will determine placement of such commercials based on inventory demand and the ads will be placed between the start of the pre-game broadcast to end of the post-game broadcast. These spots to be used by BSU for athletic department or major corporate partner use and promotion.
 - b) All stations will promote home football games and tailgate parties a minimum of 20 times each week of a home football game using :10-:15 second live on-air mentions.

INTERNET BROADCAST RIGHTS/STADIUM EXPOSURE/SIGNAGE

29. Peak Broadcasting shall retain Internet Broadcast rights subject to all Western Athletic Conference rules and regulations. Peak Broadcasting reserves the right to broadcast/re-broadcast via the Internet, all football, men’s basketball games in full or in part; and coach’s shows. Peak Broadcasting retains content rights to its station web sites. Any materials audio or text that pertain to Boise State Athletics will be in full compliance with NCAA, Western Athletic Conference, and Boise State University advertising policies and standards. To include, but not limited to streaming, clips, signage, contests, bios, profiles, and pictures. PEAK will maintain a dominant presence on its front home page dedicated to BSU with click through banner to Boise State Athletics’ Web Site. Additional content will include, but not limited to bios, schedules, audio and video clips, polls and register to win pages for tickets with links to BSU’s ticket purchase web pages.
30. PEAK shall allow BSU to utilize broadcast feed of all football and men’s basketball games in conjunction with Bronco Vision video streaming on BSU Athletic website free of charge.

CONSIDERATION IN CASH

31. PEAK shall pay cash payments to BSU during each year of the contract:
- a) PEAK will pay to BSU or designee a total of **\$644,732** in cash during the two year term. In addition, PEAK will pay the Bronco Athletic Association a total of **\$5,400** over the two year term. The cash payments and description for each fiscal year (July 1 to June 30) of the

agreement are as follows:

- b) Boise State Radio Broadcast Rights Fees (The sum due each year will be paid in twelve equal monthly installments. Payments will be made the first day of each month):

2008-2009	<u>\$275,000</u>
2009-2010	<u>\$300,000</u>

- c) Boise State Post Season Incentives Payable 30 days after the applicable game:

BCS Football Bowl Game Berth	<u>\$25,000</u>
Or	
Non-BCS Football Bowl Game Berth	<u>\$10,000</u>
NCAA Men's Tournament Berth	<u>\$5,000</u>
NIT Men's Tournament Berth	<u>\$5,000</u>

- d) Stadium Expansion Naming Opportunities: Bronco Radio Booth

2008-2009	<u>\$12,500</u>	<u>Payable July 1, 2008</u>
2009-2010	<u>\$12,500</u>	<u>Payable July 1, 2009</u>

- e) PEAK shall purchase 100 Total Season Tickets for each football and men's basketball home games (30 tickets provided by BSU to Peak Broadcasting and a purchase of 70 additional tickets at 50% value / a maximum of 60% of tickets will be in non-priority areas):

2008-2009	<u>\$10,500</u>	<u>Payable July 1, 2008</u>
2009-2010	<u>\$11,500</u>	<u>Payable July 1, 2009</u>

- f) PEAK shall purchase Four (4) Club Seats in the SkyBox addition:

2008-2009	<u>\$8,800</u>	<u>Payable July 1, 2008</u>
2009-2010	<u>\$8,932</u>	<u>Payable July 1, 2009</u>

- g) Boise State University Foundation Destination Distinction Program
Donation by Peak Broadcasting:

2008-2009	<u>\$5,000</u>	<u>Payable July 1, 2008</u>
------------------	-----------------------	------------------------------------

- h) In addition, PEAK agrees to purchase four (4) Roughrider and (1) Buckaroo Bronco Athletic Association memberships each year throughout the term of this agreement. Peak Broadcasting will pay

\$2,950 for these memberships directly to the Bronco Athletic Association each year. The price of the BAA membership (\$2,700) will not change throughout the term of the agreement. Peak Broadcasting will pay no additional cost for the football and basketball season tickets other than the 70 additional at 50% value listed above. PEAK may request to purchase additional game and season tickets at 50% value for both men's football and basketball home games based on their availability. The tickets could not be used for resale.

2008-2009	<u>\$2,950</u>	<u>Payable July 1, 2008</u>
2009-2010	<u>\$2,950</u>	<u>Payable July 1, 2009</u>

RADIO NETWORK

32. PEAK shall carry all football and men's basketball broadcasts on the following network, under the designation "Bronco Sports Network". Listed are all affiliate stations to be part of Bronco Sports Network, along with name, call letters and broadcast area covered.
- a) KWEI Spanish Radio / KWEI FM - KWEI AM / Boise, ID (games will be announced in Spanish, announcers and equipment paid for by KWEI Spanish Radio)
 - b) Gap West Broadcasting / KID-AM / Idaho Falls, ID
 - c) Gap West Broadcasting / KWIK-AM / Pocatello, ID
 - d) Gap West Broadcasting / KLIX-AM / Twin Falls, ID
 - e) New Northwest Broadcasting / KALE-AM / Tri-Cities, WA
 - f) Mapleton Communications / KGA-AM – KJRB-AM – KEYF-AM / Spokane, WA & Coeur d' Alene, ID
 - g) Pacific Empire Radio Corporation / KBJX-FM / Idaho Falls and Pocatello, ID
 - h) Pacific Empire Radio Corporation / KBKR-AM – KLBM-AM / La Grande and Baker City, OR
 - i) Pacific Empire Radio Corporation / KCLK-AM / Lewiston/Clarkston

AS CONSIDERATION FOR THE RIGHTS AND FEES PAID HEREIN BY PEAK

33. PEAK shall be granted exclusive radio broadcast identification as the "Voice of the Broncos" and exclusive use of the phrase "Bronco Sports Network" including all PEAK stations during the term of this agreement.
34. PEAK shall be allowed to display one (1) PEAK banner at the Taco Bell Arena for all men's and women's basketball games and one (1) 3' x 30' PEAK banner on the east side of the stadium fencing for all home football games (unless such banners are not allowed by WAC, NCAA, ESPN or other agreements to the contrary). PEAK will provide banners.

35. PEAK will receive visibility on Bronco Vision twice per game, both football and men's and women's basketball.
36. PEAK will receive three mentions per game as the "Voice of the Broncos" during each home football game and men's and women's basketball game.
37. BSU will not allow other radio stations (excluding BSU opponent play-by-play radio stations) to transmit any live actualities from the football or basketball facility during a PEAK-BSU broadcast.
38. PEAK will receive one full-page ad in BSU programs for both football and men's basketball. PEAK and BSU will mutually agree on the contents of said ads.
39. PEAK will receive four (4), 3-minute half time promotions each year of the term. Two (2) for football and two (2) for Men's Basketball. Peak Broadcasting reserves the right to afford its advertisers the opportunity for exposure within these promotions. Only non-competing sponsors will be allowed to participate in said promotions. All such promotions are subject to the subjective review and approval of BSU.
40. PEAK will be allowed to feed the radio station broadcast to those areas within the stadium and Taco Bell Arena with internal speaker systems that would otherwise play music during limited times approved in advance by BSU.
41. PEAK will be allowed limited use the Taco Bell Arena, Indoor Practice Facility and the stadium for client meetings and activities. Times will be scheduled off-season; date and time mutually agreed upon by BSU and PEAK. Peak Broadcasting shall provide special liability insurance and will hold harmless Boise State University.
42. PEAK may be provided up to 3 seats on each charter flight when available at no additional cost when such is approved in advance in the sole discretion of BSU. Provided, however, that the flights (and wait times and transportation times attendant to such flights) cannot be used for questions, interviews or conversations with coaches or players.
43. PEAK logo, with "The New Voice of the Broncos", to be included on all pocket schedules and poster schedules where the radio broadcast provider would normally be identified..
44. Peak Broadcasting may receive up to 12 sideline media passes for each home football game subject to availability and use under such terms as are set in the sole discretion of BSU.
45. PEAK may receive, in the sole discretion of BSU, two (2) guest appearance sponsor luncheons with the head football coach per year, one (1) 45-minute guest

appearance by head football coach to speak to the Peak Broadcasting staff per year and one (1) one-on-one dinner engagement with Peak Broadcasting's top advertiser per year. All costs will be incurred and arrangements made by Peak Broadcasting, in communication with the BSU Athletic Department and coaching staff.

46. PEAK may receive, in the sole discretion of BSU, one (1) luncheon with the head men's basketball coach per year. All costs will be incurred and arrangements made by Peak Broadcasting, in communication with the BSU Athletic Department and coaching staff.
47. As season ticket holders, PEAK will have access to purchase the allowable amount of NCAA Regional Championship Tickets.
48. Peak Broadcasting will receive 600 promotional tickets for a single Women's Basketball Game. The specific game would be a mutual decision between BSU and Peak Broadcasting. PEAK will use these tickets in a one day promotional blitz early in the year to promote Bronco Women's Basketball.

ANNOUNCERS

49. BSU, acting through its Director of Athletics, shall have the right to approve all announcers, such approval not to be unreasonably withheld. PEAK must obtain BSU's approval if for any reason personnel changes are required. BSU's right to approve all announcers shall be a right to do so in advance, and to terminate this Agreement if such advance approval is not obtained by PEAK, shall extend to all changes in announcers and shall be effective throughout the term of this Agreement. Whenever this Agreement confers the right upon BSU to approve announcers in advance or to exercise any remedies if such advance approval is not obtained, BSU agrees that such approval will not be unreasonably withheld. PEAK and BSU will meet regularly throughout the term of this agreement to critique and review the announcers and to make changes if deemed appropriate.
50. PEAK shall conduct a national search for a play-by-play and commentary announcer. PEAK shall work in cooperation with the BSU Athletic Department to recruit the best available play by play and commentary announcers to broadcast Boise State Athletics. Peak Broadcasting will incur all costs associated with recruitment, interviewing, travel accommodations, relocation (if necessary) and hiring of said announcer(s). Working with the BSU Athletic Department to find the best broadcast team is important to both parties and to the fans, players, sponsors, alumni and faculty of Boise State University

RELEASE OF LIABILITY

51. PEAK will hold BSU harmless and indemnify Boise State University from and against all suits, causes of action or claims, which arise out of or are caused by an action or activities undertaken by PEAK pursuant to this agreement. In addition, Boise State University shall, subject to the limits of the Idaho Tort Claims Act, hold harmless and indemnify Peak Broadcasting from and against all suits, causes of action or claims which arise out of or are caused by an action or activities undertaken by BSU pursuant to this agreement.

NCAA AND CONFERENCE POLICIES

52. PEAK will independently become acquainted with and be bound by all National Collegiate Athletic Association and Conference policies regarding advertising. Said policies will be observed by PEAK. Any NCAA and Conference advertising policies which conflict with the terms of this Agreement shall supersede this Agreement without reduction of the amounts due hereunder or any other penalty to BSU.

COOPERATION BETWEEN PARTIES

53. BSU hereby pledges to PEAK full cooperation to enable PEAK to broadcast the athletic events within the scope of this Agreement. PEAK will be provided with reasonable access to broadcast booths in Bronco Stadium or in Taco Bell Arena and will be allowed to install customary communication lines and equipment at PEAK's expense and risk. Each of the parties hereto pledge their cooperation with the other in order to facilitate quality radio broadcasts.
54. Peak Broadcasting will not accept advertising for air during any BSU event, show or program from other educational entities that compete with BSU or any of BSU's programs or operations.
55. PEAK shall not advertise or accept advertising for alcohol and tobacco during events, shows or programming broadcast pursuant to this Agreement.
56. PEAK agrees that all BSU logo merchandise to be used in advertising, giveaways and decorations for live remotes related to events and coaches' shows will be purchased from the BSU owned bookstore. BSU shall provide PEAK with a corporate partner discount price list for such purchases. If the purchase is for off-campus use and if PEAK is able to purchase the same item for less price elsewhere, PEAK may request the BSU bookstore to sell at the documented lower price and if the BSU bookstore will not meet that price, then PEAK may obtain the logo merchandise elsewhere.

MISCELLANEOUS

57. This agreement constitutes the entire agreement between the parties hereto and there are no other agreements, warranties, guarantees, promises, statements or representations that will be binding upon the parties to this Agreement which are not expressly and specifically set forth herein. All of the provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors or assigns.
58. The rights granted to PEAK hereunder are not assignable or transferable by PEAK without the express written consent of BSU.
59. If PEAK delegates any of its required performance to a subcontractor, PEAK shall remain responsible for compliance with all terms and conditions of this Agreement
60. PEAK shall give all notices required by law and comply with all applicable federal, state, county and city laws, rules, ordinances and regulations relating to the conduct of its work. Peak shall be liable for all violations of law in connections with work furnished by PEAK including subcontractors of PEAK, if any.
61. This Agreement shall be governed by the laws of the State of Idaho and any litigation or court proceeding arising from or in any way concerning this Agreement must be heard in the State Courts of Idaho.
62. Any notice given in connection with this Agreement shall be in writing and sent by certified or registered mail, postage prepaid, addressed to receiving party as follows:

Director of Athletics
Department of Athletics
Boise State University
1910 University Drive
Boise, Idaho 83725

Vice President, Finance & Administration
Boise State University
1910 University Drive
Boise, ID 83725

Peak Broadcasting of Boise, LLC
Address Here

DEFAULT

63. Failure by a party to require strict performance of any term of this Agreement shall not affect that party's right to enforce the terms of this Agreement nor shall waiver of a default be construed to be a waiver of any succeeding default or a waiver of any portion of this Agreement. Should either party default in performance of any of its obligations under this Agreement, which default is not cured within thirty (30) days after written notice of default is given by the other party in the manner provided above, then the party giving such notice shall be entitled to exercise all remedies which it may possess at law or in equity, including but not limited to the right to bring suit for money damages or to compel specific performance of the terms hereof (a suit in which the prevailing party will be entitled to reasonable attorney's fees and expenses), and

additionally, the nondefaulting party shall have the right to terminate this Agreement without liability or further obligation on its part. Provided, however, that PEAK may not terminate this Agreement, nor file any type of law suit without first requesting in writing an in person meeting with the University President and allowing the University President 30 days after actual receipt of such request to respond and hold such a meeting. Notwithstanding the foregoing, the parties expressly agree that BSU's right to terminate this Agreement for failure by PEAK to obtain BSU's advance approval of announcers shall not require a 30 day notice of default but may be exercised immediately and without prior notice in the event of PEAK's breach of its obligation to obtain such advance approval.

SBOE Approval

64. This Agreement is contingent upon the approval of the Idaho State Board of Education and PEAK acknowledges that this Agreement is not effective unless and until approval of the Board is granted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first set forth herein above.

PEAK BROADCASTING OF BOISE, LLC

BOISE STATE UNIVERSITY

By _____
Kevin Godwin
Vice President/General Manager

By _____
Stacy Pearson, Vice President
Finance and Administration

Subject to final approval by the Idaho State Board of Education at its June 18 and 19, 2008, meeting.

**Letter of Justification for Selection of Peak Broadcasting for Boise State Athletics
Radio RFP (2008-2010)**

After reviewing the four proposals submitted for the Boise State Athletics radio RFP, the radio rights selection committee's recommendation is to award the radio broadcast rights for BSU Athletics to Peak Broadcasting.

The committee reviewed all categories thoroughly. The major decision factors in selecting Peak Broadcasting include financial and rights fees commitment, overall promotional content and consideration, creativity and enthusiasm demonstrated in preparing proposal and during interview process, and familiarity with Peak station management and staff in marketing, producing and selling Bronco athletic contests and events.

The overall rights fee evaluation did favor Peak, as total cash payments over a two year period was approximately \$20,000 more than Citadel's commitment and nearly double that of Impact Radio. Peak's proposal showed a commitment to more than just rights fees, with the commitment of naming rights dollars for the new Bronco Stadium Sky Structure and a one time donation to the university's Destination Distinction campaign.

The promotional airtime (i.e. - commercial spot inventory) for Boise State to utilize in promoting events was \$5,000 above Citadel for the two-year period (\$205,000 total for Peak / \$200,000 for Citadel). Peak maintains six stations in the market, a number equivalent to Citadel. Additionally, Peak provided more Coaches Show airtime (some of which can be utilized to promote sports other than football and basketball), while also providing 11:15 spots to BSU Athletics within the game broadcasts to be used for corporate sponsorship packages and recognition. This provides in-game radio presence for Bronco Major Corporate Partners that has been lacking to this point as an external media benefit.

Peak has recognized and demonstrated forward thinking in creating a Bronco Radio Network. Up front work had been done on creating a viable regional network through dialogue with stations in markets like Twin Falls, Idaho Falls, Pocatello, Spokane, Coeur d'Alene, Eastern Oregon and other locations for carrying Bronco athletic broadcasts. This is something Boise State sees as extremely important in growing the radio listenership statewide and regionally.

Finally, the committee felt Peak's interview presentation demonstrated a true enthusiasm for having these broadcast rights, and the willingness to create a mutual partnership that would put Boise State in the highest regard. Peak General Manager Kevin Godwin and his administrative team (ranging from sales to programming to engineering/production) are former Citadel employees, who instituted the current Bronco radio elements while at Citadel. This affiliation and already existing relationship played into the decision making and made it easier when it came to choosing a new radio broadcast rights partner.

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REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: I. Real and Personal Property and Services

April 2002

I. Real and Personal Property and Services

. 6. Disposal of Personal Property

Sale, surplus disposal, trade-in, or exchange of property with a value greater than two hundred fifty thousand dollars (\$250,000) requires prior Board approval.

b. Sale of Services

The sale of any services or rights (broadcast or other) of any institution, school or agency requires prior approval of the Board when it is reasonably expected that the proceeds of such action may exceed two hundred fifty thousand dollars (\$250,000). Any sale of such services or rights must be conducted via an open bidding process or other means that maximizes the returns in revenues, assets, or benefits to the institution, school or agency.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOISE STATE UNIVERSITY

SUBJECT

Center for Environmental Sciences and Economic Development (CESED) project

REFERENCE

October 2003	Board approved request to proceed with planning and design of an Environmental Science and Policy Center
October 2005	Board approved Campus Master Plan Update
June 2006	Board approved request to expand the scope of planning and design of the Environmental Science and Policy Center and complete design and programming plans
November 2006	Information item on facilities financing including cost estimate of CESED construction at \$35,000,000
February 2007	Capital project financing update
April 2007	Increase in Strategic Facilities Fee approved for construction of CESED
February 2008	Capital project financing update

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

The Center for Environmental Sciences and Economic Development (CESED) will facilitate and enhance multidisciplinary research and education in the broad, interrelated sub-disciplines of environmental science and their linkages to effective environmental policy. Collaborative ties of this type already exist between faculty in the departments of Geosciences, Civil Engineering, and Public Policy & Administration, and will be further enhanced by co-locating these departments in the CESED.

In June 2006 the Board approved a request to proceed with the programming, design and budget development for the CESED. The Department of Public Works (DPW) was authorized to secure design services and the architectural design team was selected in December of 2006. Detailed programming activities were completed in the fall of 2007 and schematic designs are now complete.

DISCUSSION

Consistent with the 2005 Campus Master Plan, the CESED will be the first new science and engineering building to be located in the southeast expansion zone. This project is the first step in a plan to relocate the science departments from the central campus to the southeast expansion zone next to Engineering. The building will be sited just to the east of and adjacent to the Engineering Technology building, the Micron Engineering Center, and the Harry Morrison Laboratory. The building will house geological science and civil engineering research labs and teaching space. The integrated office and work areas will be the home of the Departments of Geosciences, Civil Engineering, Public Policy and Administration, and Political Science. The organization and design layout of the building will promote collaboration between scientists, engineers, and public policy and political science faculty on important environmental and policy issues. Laboratories and work areas will be designed with state-of-the-art equipment and configured with a flexible lab design module and infrastructure system to ensure future flexibility.

As previously approved by the Board, the CESED building would provide approximately 45,000 assignable square feet (asf) of research labs, research lab support space, teaching labs, faculty offices and other support space in a four-story 71,200 gross square feet (gsf) building. Upon completion of the schematic design phase, the base program encompassed approximately 41,200 asf. The small reduction in area reflects efficiencies developed during the design process and nominal reductions to some spaces related to detailed design requirements. Attachment 1 provides a detailed program listing.

While completing programming over the summer and fall of 2007, additional space needs of approximately 10,000 asf were identified for additional research and teaching labs as well as faculty, staff and grad student office and support space to accommodate future growth. University leadership determined that adding “shell” or unfinished space to the building to meet these needs, which will be addressed as funding becomes available, is the most fiscally prudent course of action. Accordingly, the design includes a shell floor of 10,830 asf (17,800 gsf) of additional building space, bringing the building total to approximately 89,000 gsf.

Preliminary plans have been developed for the shell space to house three teaching labs with shared support space, six research labs including two for new hires in civil engineering, and offices for visiting faculty, post docs, and grad students, a conference room, commons and associated support space. The design team is proceeding with the detailed design for the completion of this space so this work can be bid as a series of additive alternates.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

IMPACT

A cost estimate based on the design development documents estimates the construction contract cost at \$36,838,000. Contingencies (\$1,841,900), design fees (\$3,718,842) and other administrative and soft costs (\$490,900) bring the total project cost to \$42,889,642, as detailed in Attachment 2. This project will be brought back to the Board for financing approval prior to contract award.

Portions of the work related to fitting out the shell floor will be bid as a series of alternates in an effort to assure a successful award within the budget. Even with the margin which additive alternates may provide, continuing volatility and inflation create risk for the university; accordingly the university has planned reserve funds should they be necessary to award the bid. Any increases in the budget, if needed, will be approved as required in policy. The university is also budgeting for the furnishings and fixed equipment for the project to be funded from other sources, subject to Board approval at a future date.

Current funding sources for the project are as follows:

Federal Funds	\$3,125,000
Permanent Building Funds	10,000,000
Student Facilities Fee Bonds	<u>29,764,642</u>
Total	\$42,889,642

ATTACHMENTS

Attachment 1 – Program Listing	Page 5
Attachment 2 – Project Budget	Page 6
Attachment 3 – Capital Project Tracking Sheet	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

At the February Board meeting, the total project cost was \$37,600,000. Subsequently, the university determined that more space was needed for additional research and teaching labs as well as faculty, staff and graduate student offices and support space to accommodate future growth. With the \$10 million appropriated from the State, the university will shell in a fifth floor for an additional \$5 million and use additive alternates in the bid process to finish out the floor. If bids are favorable, the university could finish out the additional floor within the \$42 million project cost.

The Division of Public Works (DPW) has determined that the \$42 million cost estimate is reasonable and based on conservative estimates. DPW is waiting for Board approval of the cost increase before submitting to the Permanent Building Fund Advisory Council to approve preliminary design. Once construction documents are reviewed, the bid process is scheduled for Spring 2009.

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOARD MOTION

Motion to approve Boise State's request to proceed with construction of the Center for Environmental Sciences and Economic Development for a total project cost not to exceed \$42,889,642. The University may not proceed with construction of this project prior to Board approval to issue debt.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Boise State University
 Center for Environmental Science and Economic Development
 BSU #DPW04-203 RBB #0615600
 Final Program as provided in approved 100% Schematic Design

100% SD as provided						
Department	Office Area NSF	Office Support NSF	Teaching Labs NSF	Research Labs Assigned to Faculty NSF	Shared Research Labs NSF	Total NSF
<i>Civil</i>	2,849	489	703	4,879	1,919	10,839
<i>Geosciences</i>	6,772	1,162	305	11,784	2,421	22,444
<i>Public Policy Administration, Political Sciences</i>	5,440	933	1,500	0	0	7,873
NSF TOTAL	15,061	2,584	2,508	16,663	4,340	41,156

Architectural & Engineering Services ATTACHMENT 2

PROJECT BUDGET

Project Number:	DPW04203	revision #2
Project Title:	CESED Building	
Date:	April 29, 2008	
Category		Rev. Budget: 4-29-08 design & fit out shell
Architectural Fees		\$ 3,374,793
Reimbursables		\$253,109
Consultant (Entitlements)		
Consultant Reimbursables		
Testing during Construction		\$46,000
Construction Contract 1		\$36,838,000
Construction Contingency		\$1,841,900
Commissioning		\$150,000
Testing and Balancing		\$80,000
Builder's Risk Insurance Premium		\$7,000
Miscellaneous		
Original Design Costs 2003-2004		\$90,940
Plan Check		\$90,000
Document Reproduction		
Advertising		\$300
Site Survey		\$11,600
Soil Investigation		\$15,000
Subtotal		\$42,798,642
Locks		\$36,000
I.T. (Telephone & Data)		\$55,000
Total		\$ 42,889,642

History Narrative

ATTACHMENT 3

- 1 **Institution/Agency:** Boise State University **Project:** Center for Environmental Sciences and Economic Development (CESED)
- 2 **Project Description:** The purpose of the CESED building is to facilitate and enhance multidisciplinary research and education in the broad, interrelated subdisciplines of environmental science and their linkages to effective environmental policy.
- 3 **Project Use:** Research labs, research lab support space, teaching labs, faculty offices and other support space to support research and academic programs.
- 4 **Project Size:** Approximately 89,000 gross square feet

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
Initial Cost of Project	\$ -	\$ -	\$ 450,000	\$ 450,000	\$ 450,000			\$ 450,000
History of Revisions:								
Revision#1 June 2006			\$ 1,230,000	\$ 1,230,000	\$ 1,230,000			\$ 1,230,000
Revision#2 June 2008	\$ 10,000,000		\$ 31,209,642	\$ 41,209,642	\$ 2,038,842	\$ 36,838,000	\$ 2,332,800	\$ 41,209,642
Total Project Costs	\$ 10,000,000	\$ -	\$ 32,889,642	\$ 42,889,642	\$ 3,718,842	\$ 36,838,000	\$ 2,332,800	\$ 42,889,642

		* Other Sources of Funds						
History of Funding:		PBF	ISBA	Institutional Funds	Student Revenue	Other	Total Other	Total Funding
Oct-03		\$ -	\$ -			\$ 450,000	\$ 450,000	\$ 450,000
Jun-06						1,230,000	\$ 1,230,000	\$ 1,230,000
Jun-08		\$ 10,000,000			29,764,642	1,445,000	\$ 31,209,642	\$ 41,209,642
Total		\$ 10,000,000	\$ -	\$ -	\$ 29,764,642	\$ 3,125,000	\$ 32,889,642	\$ 42,889,642

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REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: K. Construction Projects

April 2002

K. Construction Projects

3. Fiscal Revisions to Previously Approved Projects

Project revisions that substantially alter the use of the project causing changes in project costs between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) must first be submitted to the executive director for review and approval. Changes in project costs of more than five hundred thousand dollars (\$500,000) must first be submitted to the Board for its review and approval. Requests must be supported by a revised detailed project budget and justification for changes.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOISE STATE UNIVERSITY

SUBJECT

Presentation to update Board on the status of demand for student housing on campus and a proposed development option

REFERENCE

February 2008 Board approved extension of Expansion Zone

February 2008 Capital Projects Update

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND

Enrollment at the University will likely exceed 20,000 by fall of 2008 and 85% of incoming freshman are now traditional age students. As the age of the student body shifts downward, the demand for on-campus housing is increasing. Housing has been operating at capacity. Students are currently living at the University Inn and Boise State has issued a request for proposal for off-campus hotel rooms to accommodate student need. The University projects, conservatively, that on-campus housing now has a shortage of between 3,000 to 6,000 beds.

The Campus Master plan dedicates much of the space along Beacon and Lincoln streets as future housing sites. In February of 2008, the University asked to expand the expansion zone to incorporate more area at the south end of Campus to be used for housing structures.

The University also recognizes the need to create additional housing without issuing additional debt or using central cash reserves due to competing facility demands and limited debt capacity.

DISCUSSION

The University issued a request for information and qualifications in March of 2008 to identify a partner to begin to address the rising demand for on-campus housing. The request specifically asked for parties qualified to plan cooperatively with the University from inception a multi-phased student-occupied housing project, and to develop, own and manage Phase 1 of the project.

The University has required the project be completed without incurring project specific debt in a manner that would not impact the University's debt capacity. Moody's Investor Services has issued a ruling that a ground lease of land by a University to a private party who develops and subsequently manages housing using their own equity does not impact the University's credit. Arizona State

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

University at Tempe has used this mechanism and has subsequently issued bonds without impact to their credit report.

American Campus Communities (ACC) was selected by the University as the developer to proceed with the planning stage with the intention to proceed with negotiation and execution of a ground lease and to continue with development of Phase 1. Continuation of the project beyond the planning stage is at the discretion of the University and contingent upon approval of the State Board of Education.

This selection was based on ACC's demonstrated experience with this structure as well as with student housing design, development and management. ACC first implemented the ground lease/equity concept at ASU and worked to educate the rating agencies and obtain their concurrence that the structure should not be considered on credit.

The University will continue to update the Board as this concept advances.

IMPACT

This presentation is to provide an overview; any project will be presented separately for Board action as required by Board policy.

STAFF COMMENTS AND RECOMMENDATIONS

The University is currently housing students in the University Inn, which will be torn down in the future for the College of Business and Economics building and will eventually take the Towers residence building offline. The current housing shortage is estimated to be over 3,000 beds. The addition of 600 to 1,000 beds would address the current waiting lists for housing.

The University does not anticipate that the loss of PTE or academic students to the College of Western Idaho will negate the current housing shortage.

BOARD ACTION

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

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: K. Construction Projects

April 2002

K. Construction Projects

3. Fiscal Revisions to Previously Approved Projects

Project revisions that substantially alter the use of the project causing changes in project costs between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) must first be submitted to the executive director for review and approval. Changes in project costs of more than five hundred thousand dollars (\$500,000) must first be submitted to the Board for its review and approval. Requests must be supported by a revised detailed project budget and justification for changes.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

IDAHO STATE UNIVERSITY

SUBJECT

Request approval to exchange two approved DPW Alteration & Repair projects for two emergency notification projects

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

The Division of Public Works has allocated the capital, alteration and repair projects funded for FY 2009 with fourteen projects approved for completion in support of Idaho State University. Idaho State University requests permission to exchange two approved DPW projects for two emergency notification projects.

DISCUSSION

Idaho State University (ISU) conducted an emergency notification and campus lock-down exercise on March 14, 2008, to test our written procedures. The exercise identified several major weaknesses in our ability to quickly notify our campus of a crisis or immediate danger. The ISU Public Safety Office and the Campus Safety Council reviewed current procedures and researched better ways to make emergency notifications and to lock-down the campus.

Four major areas of concern were identified. The first two areas, improving locking systems for our classrooms and installing a reverse 911 system in direct support of our campus, are within ISU resource capability and are being completed. The second two items, building internal and external emergency notification systems, are beyond the fiscal ability of ISU to complete and have been submitted to DPW for funding.

The DPW reviewed our request for design and construction of an internal and external emergency notification system and agreed to allow us to exchange these projects for two that had already been approved. Two approved projects, renovation of the HVAC system in the Physical Science Building and improvement of campus water retention ponds, were exchanged for the emergency notification projects. The two projects removed from this year's list will be added to the next fiscal year request.

IMPACT

The addition of the emergency notification systems will make our campus safer by allowing a timely warning to everyone on campus in event of an emergency or crisis situation. The estimated cost of the two emergency notification systems is \$661,150 funded from the Idaho Permanent Building appropriation to Idaho State University as part of the FY 2009 budget.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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STAFF COMMENTS AND RECOMMENDATIONS

The exterior system will include towers and alarm systems and is completely separate from the interior system. These two projects will be engineered by two separate companies. The construction for the exterior towers will be performed by a different company than will install the interior systems.

If the actual construction costs come in higher than estimated, the institution will either reduce the scope of the project, request DPW to use their contingency funds, and/or change the plans for their operating budgets to make up the difference.

Staff recommends approval.

BOARD ACTION

Motion to approve Idaho State University's request to exchange two approved DPW Alteration & Repair projects for two emergency notification projects for the Pocatello and Idaho Falls campuses.

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: B. Budget Policies

August 2006

B. Budget Policies

8. Major Capital Improvement Project -- Budget Requests

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

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.

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BUSINESS AFFAIRS AND HUMAN RESOURCES

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UNIVERSITY OF IDAHO

SUBJECT

Acquisition of five acres of real property adjoining UI's Nancy M Cummings Research, Extension and Education Center

REFERENCE

June 2000	Board approved lease of adjoining property from Auen Foundation
February 2006	Board approved acceptance of gift of adjoining property from Auen Foundation

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

In 2006 the Board of Regents of the University of Idaho accepted a real estate gift from the Auen Foundation of California. The gift included over one thousand acres and farm buildings near Salmon, Idaho, valued at \$4.5 million and donated with the purpose of advancing UI College of Agricultural and Life Science's cow-calf research programs and other educational purposes. The College had been operating at this site since 2000 under a Regents approved lease arrangement with the Auen Foundation. The Auen Foundation excluded from the original gift a five acre home site surrounded by the donated property.

DISCUSSION

The University is requesting approval to acquire the five acre home site that is surrounded by the gifted ranch property for its current appraised value. Acquisition of this property will provide additional housing facilities for ranch management and ensure that conflicting uses are not established within close proximity to the ranch's active cattle operations. With this purchase the University will acquire fee simple title to the five acre parcel. Acquisition terms are described in the attached, executed Purchase and Sale Agreement (Attachment 1). A phase 1 environmental site assessment was completed during the previous gifting process and the University has reviewed and is satisfied with a very recent value appraisal and title commitment. The Purchase and Sale Agreement makes actual acquisition contingent upon Regents approval of this conveyance of real property.

IMPACT

The purchase price for the land, home and outbuildings is \$259,000, which was its recently appraised value. The property would be incorporated into the operational obligations of the Cummings Center and no significant additional operating costs attributable to the acquisition of this holding are anticipated.

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Sufficient UI funds are currently available to the College of Agricultural and Life Sciences to cover this acquisition cost.

ATTACHMENTS

Attachment 1 - Executed Purchase Agreement w/ proposed deed as Exhibit B thereto.	Page 3
Attachment 2 - Property Site Map	Page 15
Attachment 3 – Appraisal	Page 17

STAFF COMMENTS AND RECOMMENDATIONS

No additional operating expenditures are anticipated with the purchase of this property, and the funds are coming from the College of Agricultural and Life Sciences.

Staff recommends approval.

BOARD ACTION

A motion to approve the acquisition of a five acre parcel adjoining the Nancy M Cummings Research, Extension and Education Center near Salmon, Idaho and to authorize the University of Idaho's Vice President for Finance and Administration to execute the conveyance deed in substantial conformance to the form submitted to the Board as Exhibit B in the Purchase and Sale Agreement (Attachment 1).

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into on _____, 2008, between **The Auen Foundation, Ronald M Auen, Trustee**, a California charitable trust, whose current address is PO Box 13390 Palm Desert CA 92255-3390I ("**Seller**"), and **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 ("**Buyer**").

I. Purchase.

Seller shall sell and Buyer shall purchase that certain real property located in Lemhi County, Idaho, and legally described in "**Exhibit A**" ("**Real Property**"), together with all easements, rights and appurtenances thereto and improvements thereon, all in accordance with the terms and conditions hereinafter set forth. Seller hereby acknowledges that the perpetual non-exclusive easement reserved by Seller in the Gift Deed recorded as Instrument #266778 in the records of the Lemhi County Recorder's Office shall be included in the conveyance of real property to Buyer. Seller expressly acknowledges that upon such conveyance the easement reserved by Seller in the Gift Deed recorded as Instrument #266778 shall be extinguished. The Real Property, appurtenances, and improvements are hereinafter referred to as "**Subject Property**."

II. License for Entry.

Seller grants to Buyer a license to enter upon the Real Property for all purposes reasonably related to a full and adequate determination of the suitability of the Subject Property, including, without limitation, the right to conduct surveys, soils tests, engineering studies, and environmental tests and audits.

III. Purchase Price.

The purchase price of the Subject Property is the sum of Two Hundred Fifty-Nine Thousand Dollars (\$259,000) ("**Purchase Price**").

IV. Conditions Subsequent.

Notwithstanding anything to the contrary in this Agreement, Buyer shall not be obligated to purchase the Subject Property unless at or prior to closing each of the following conditions has been met or Buyer has waived said condition in writing. Seller shall cooperate with Buyer to execute any documents which may be necessary or convenient to the performance of these conditions:

1. Title to the Subject Property shall be good and marketable and shall be free and clear of all liens, encumbrances, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except the lien of real property taxes not yet due and payable and those exceptions approved in writing by Buyer ("**Permitted Exceptions**").

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2. Buyer is able to obtain from a title insurance company authorized to do business in the State of Idaho a policy of title insurance, including any endorsements reasonably required by Buyer in the full amount of the purchase price, insuring that marketable fee simple title to the Real Property is vested in Buyer, subject only to the Permitted Exceptions.
3. Buyer has obtained surveys and environmental tests and audits which shall show the Real Property (i) to be free and clear of all Hazardous Materials (as defined in Section 10[b]), and (ii) to be suitable, in Buyer's sole opinion, for Buyer's proposed use. If the residence or other improvements on the Real Property were constructed prior to 1978, Buyer acknowledges those buildings may contain lead based paint or lead based paint hazards. Seller, within ten (10) days from the date of this Agreement, shall provide Buyer with all reports, test records and other information in the possession or knowledge of Seller (if any) relating to the presence of lead based paint or any other hazards on the Subject Property.
4. Buyer has obtained approval from the Board of Regents of the University of Idaho, Buyer's governing body, to purchase the Subject Property in accordance with the terms of this Agreement. If such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

In the event Buyer, at any time, reasonably deems any of the conditions set forth in this Section 4 unsatisfied, Buyer may terminate this Agreement upon written notice provided to Seller prior to June 30, 2008 and this Agreement shall terminate. Notwithstanding any of the foregoing, neither party shall have the right to terminate this Agreement if such party is in default under this Agreement. In the event of any such termination of this Agreement, both parties shall be released from any further obligations hereunder except for liabilities, actual or contingent, which arose prior to the date of termination.

V. Closing Agent.

Lemhi Title & Abstract Company, Inc. shall serve as the Closing Agent. Seller shall deliver to the Closing Agent on or before June 30, 2008, a duly executed and acknowledged Warranty Deed ("**Deed**"), attached as **Exhibit B**, conveying all of Seller's right, title and interest in Property to Buyer, together with instructions to deliver and record the Deed after Buyer deposits Purchase Price with the Closing Agent. On or before June 30, 2008, Buyer shall notify Seller and Closing Agent, in writing that Buyer is satisfied with the conditions of transaction closing as set forth in Section 4 of this Agreement. Upon acknowledgment that all of the conditions of transaction closing as set forth in Section 4 have been met, Buyer shall deposit the Purchase Price with the Closing Agent with instructions to disburse the Purchase Price to Seller upon recordation of the Deed by Closing Agent. Upon request of the Buyer, Seller shall provide buyer with a bill of sale as evidence of the conveyance of Property from the Seller to Buyer.

VI. Closing.

Once all conditions of transaction closing (as described in Section 4 of this Agreement) have been satisfied, the Deed is delivered, and the Purchase Price is deposited, the Closing Agent shall complete the transaction as prescribed by this Agreement ("**Closing**"). Upon Closing, possession shall pass to Buyer.

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VII. Section 1445 Affidavit.

Prior to closing, Seller shall deliver to Buyer an affidavit in compliance with Section 1445 of the Internal Revenue Code providing Seller's United States taxpayer identification number and business address and stating whether or not Seller is a "foreign person" as defined in the Internal Revenue Code and regulations applicable thereto ("**Code**"). If Seller fails to deliver such affidavit or is a "foreign person" as defined in the Code, Buyer shall be entitled to withhold from the purchase price, and to pay to the Internal Revenue Service, such amounts as are required to be withheld by the Code, and Seller agrees to cooperate with Buyer and to furnish Buyer with such tax forms and information as are reasonably required to ensure Buyer's compliance with the Code.

VIII. Costs.

Buyer shall pay the cost of recording the Deed and any premium for title insurance policy. Any other closing fees shall be paid equally by both parties. Payment for any costs of ownership including but not limited to utilities, property service fees, and other charges associated with occupation shall be the responsibility of Seller until Closing. Responsibility for such continued costs, to the extent they are applicable to Buyer, shall begin to accrue to Buyer upon Closing.

IX. Commissions.

Each party represents and warrants that it has not dealt with or contracted with any broker, agent or finder to act in their behalf in connection with this transaction. Each party agrees, subject to the laws of the State of Idaho, to indemnify and hold harmless the other party from all claims arising from any misrepresentation by the indemnifying party pursuant to this Section 9.

X. Seller's Representations and Warranties.

1. Seller represents and warrants that Seller has authority to enter into this Agreement and to grant the license granted in Section 2 and that Seller holds marketable fee simple title to the Subject Property.
2. Seller represents and warrants all of the following:
 - a. Seller has no knowledge of any "Hazardous Materials" (as hereinafter defined), having ever been used, produced, released, stored, transported, disposed of, generated, deposited or otherwise existing in, over, under or upon the Real Property by any person or entity whatsoever in violation of any Environmental Laws (as hereinafter defined). The term "Hazardous Materials" shall collectively refer to underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any "Environmental Laws." The term "Environmental Laws" shall collectively refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, The Toxic Substances Control Act, the Clean Water Act 33 U.S.C. § 1251-1387, the Resource Conservation and Recovery Act as amended, or any other similar federal, state or local law, rule or regulation respecting Hazardous

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Materials together with all rules and regulations promulgated thereunder and all amendments thereto.

- b. Seller, and to Seller's knowledge, all other persons or entities who have occupied or are occupying the Real Property, or any portion thereof, have, at all times, fully complied with all Environmental Laws and all other laws, rules and regulations (collectively, "Laws") as well as all permits, licenses, certificates and approvals relating to the development and use of the Subject Property (collectively, "Permits"). To Seller's knowledge, (A) no notice of violation of any Environmental Law or any other Law (and no complaint, order, directive, claim, citation or notice relating to any Environmental Law or other Law) has been issued with respect to the Real Property, and (B) no notice of noncompliance with any Permit relating to the development or use of the Real Property has been issued.
 - c. There are no pending actions against Seller (or to Seller's knowledge, against any other person or entity) which relate to the condition or use of the Subject Property and Seller has no knowledge of any facts or circumstances which could give rise to such action. Without limiting the foregoing, there are no pending or threatened condemnation proceedings which could affect all or any portion of the Real Property, or the performance by Seller of any of its obligations set forth in this Agreement.
3. Seller represents and warrants that, to Seller's knowledge, the Real Property is not subject to any existing, pending or future impact fees, bonds or assessments and Seller does not know of any present or proposed public improvements which could give rise to the same.
4. Seller represents and warrants that, to Seller's knowledge, there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings contemplated by, or pending or threatened against, Seller which could prevent or delay the consummation of this transaction.
5. Seller represents and warrants that execution, delivery and performance of this Agreement, the Deed and the Bill of Sale have been duly authorized and approved by all actions necessary by Seller, on the part of Seller, and that this Agreement, the Deed and the Bill of Sale constitute valid and binding agreements of Seller in accordance with their terms.
6. Seller represents and warrants that there are no leases, options or rights to purchase, or any other occupancy or use agreements (recorded or unrecorded) encumbering Subject Property. Between the date of this Agreement and the earlier of closing or the termination of this Agreement, Seller shall not enter into any lease or occupancy agreement affecting the Subject Property or any portion thereof unless first approved in writing by Buyer. Seller further agrees to remove on or before closing all liens, claims, security interests, pledges, charges and encumbrances affecting the Subject Property except the lien of real property taxes not yet due and payable.

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The representations and warranties set forth in this Section 10 shall constitute continuing representations and warranties and shall be deemed to be true and correct as of the date of closing of Buyer's purchase of the Subject Property. Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all liabilities, claims, suits, judgments, damages, expenses, losses, diminution in value, fees, penalties, fines and costs (including, without limitation, reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever, arising out of or in any way connected with Seller's breach of the representations and warranties set forth in this Section 10. All of Seller's representations and warranties under this Agreement shall continue to be true and correct as of the date of closing. Additionally, Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all claims arising from any misrepresentation or breach of warranty by Seller hereunder. All of the representations and warranties and Seller's related indemnification as set forth in this Section 10 shall survive the closing of this transaction.

XI. Casualty.

Should the Subject Property be damaged or destroyed by fire or other casualty prior to the time of closing and delivery of possession, Buyer, at Buyer's sole option, may elect either (i) to terminate Buyer's obligation to purchase the Subject Property by giving written notice to Seller at any time prior to the time of closing and delivery of possession, or (ii) to complete the purchase of the Subject Property with the purchase price being reduced by an amount equal to the fair market value of the improvements (or portion thereof) damaged or destroyed. Seller agrees to maintain in good condition and repair the Subject Property through and including the day of Closing and delivery of possession, reasonable wear and tear excepted.

XII. Condemnation.

Should any entity having the power of condemnation bring an action or otherwise indicate an intent prior to the time of closing to acquire all or any portion of, or any interest in, the Real Property, Buyer, at Buyer's sole option, may elect either (i) to terminate Buyer's obligation to purchase the Subject Property by giving written notice to Seller at any time prior to the time of closing, or (ii) to complete the purchase of the Subject Property with Seller immediately appointing Buyer its attorney-in-fact to negotiate with said condemning entity as to its interest in the Subject Property and assigning to Buyer all amounts to be awarded for the Subject Property. Seller agrees to provide Buyer, within ten (10) days after Seller's receipt of same but in no event later than the time of closing, written notice of any actual or threatened condemnation proceeding.

XIII. Successors.

This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

XIV. Attorneys' Fees.

In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the prevailing party in any such action or proceeding (in

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addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

XV. Default.

1. Neither party shall be deemed to be in default of this Agreement except upon the expiration of fifteen (15) calendar days 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 fifteen (15) day period, has rectified the particulars specified in said notice of default.
2. In the event of a default, the nondefaulting party may:
 - a. Terminate this Agreement upon written notice to the defaulting party, and recover from the defaulting party all damages incurred by the nondefaulting party;
 - b. Seek specific performance of this Agreement, and, in addition, recover all damages incurred by the nondefaulting party. The parties declare it to be their intent that this Agreement may be specifically enforced;
 - c. Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting party or recover said monies from the defaulting party; and
 - d. Pursue all other remedies available at law, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting party.

XVI. Notices.

1. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

Buyer:

Lloyd E Mues
Vice President for Finance Administration
University of Idaho
Moscow, ID 83844-3162

Seller:

Ronald M Auen, Trustee
Auen Foundation
PO Box 13390
Palm Desert, CA 92255-3390

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The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

2. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

XVII. Captions and Headings.

The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

XVIII. Entire Agreement.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements in regard to Subject Property, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

XIX. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

XX. Survival.

All of the representations and warranties set forth in this Agreement shall constitute continuing representations and warranties, shall be deemed to be true and correct as of the date of Closing, and shall (along with all indemnification and hold harmless obligations related thereto) survive Closing.

XXI. 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 unless otherwise expressly provided herein.

XXII. Venue; Governing Law.

Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, state of Idaho, and each of the parties agrees to submit to the jurisdiction of

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such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

EXECUTED as of the date first above written.

SELLER:

Auen Foundation,
a California charitable trust

BUYER:

Board of Regents of the University of
Idaho

Ronald M Auen, Trustee

Lloyd E Mues
Vice President for Finance Administration

List of Exhibits and Schedule

Exhibit "A" – Real Property

Exhibit "B" – Warranty Deed

Exhibit A

Taylor Mountain Surveying
301 Waller St.
Salmon, Idaho 83467
(208) 756-8321

AUEN-BURGER FOUNDATION - DESCRIPTION T23NR22E324801

A portion of the NW1/4 Section 32, T23N, R22E, Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the NE Corner of said Section 32 run thence S00°05'32"W the Basis of Bearing of this description, 1316.76 feet to the North 1/16th Corner of Sections 32 and 33;

Thence S00°04'42"W, 1315.59 feet to the East 1/4 Corner of said Section 32;

Thence S00°04'03"W, 2630.84 feet to the SE Corner of said Section 32;

Thence N89°33'56"W, 1320.67 feet to the SW Corner E1/2SE1/4 said Section 32;

Thence N00°03'56"E along the westerly line of said E1/2SE1/4 Section 32, 1188.21 feet;

Thence leaving said westerly line N89°33'56"W, 3881.5 feet to a point on the easterly line right-of-way of Highway 93;

Thence along said right-of-way N00°07'01"E, 649.80 feet to the Point of Beginning;

Thence continuing along said right-of-way N00°07'01"E, 472.00 feet;

Thence leaving said right-of-way S89°33'56"E, 835.43 feet;

Thence S00°07'01"W, 216.13 feet;

Thence S89°41'36"W, 610.87 feet;

Thence S36°25'21"W, 297.70 feet;

Thence S82°06'35"W, 48.77 feet to the Point of Beginning.

Together with an ingress, and egress easement 50 feet wide north of the following described line:

commencing at the SE Corner of said Section 32;

Thence N89°33'56"W, 1320.67 feet to the SW Corner E1/2SE1/4 said Section 32;

Thence N00°03'56"E along the westerly line of said E1/2SE1/4 Section 32, 1188.21 feet;

Thence leaving said westerly line N89°33'56"W, 3881.5 feet to a point on the easterly line right-of-way of Highway 93;

Thence along said right-of-way N00°07'01"E, 1121.80 feet to the Point of Beginning;

Thence leaving said right-of-way S89°33'56"E, 885.43 feet to the Point of Terminus.

Said parcel contains 5.00 acres.



WARRANTY DEED

GRANTOR, the AUEN FOUNDATION, Ronald M Auen, Trustee, a California charitable trust, whose current address is PO Box 13390, Palm Desert CA 92255-3390, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a body politic and corporate organized and existing under the laws and constitution of the state of Idaho, as GRANTEE, all of the real property, improvements, and appurtenances on the premises described specifically as shown in the attached Exhibit A ("Property").

TOGETHER with all and singular, the rights and appurtenances pertaining to such real property, as they exist, including any and all timber, water rights, mineral rights, easements (including that perpetual non-exclusive easement benefitting Property and originally reserved by Seller in the Gift Deed between same parties recorded as Instrument #266778 in the records of the Lemhi County Recorder's Office), rights-of-way and any and all improvements constructed thereon.

GRANTOR does hereby covenant with the said GRANTEE that GRANTOR is the owner in fee simple of said premises; that said premises are free from all encumbrances; and subject to reservations, restrictions, dedications, easements, rights of way, and agreements, if any, of record, and general taxes and assessments for the current year, which are not yet due and payable, and that GRANTOR will warrant and defend the same from all lawful claims whatsoever. GRANTEE agrees to indemnify GRANTOR against any and all obligation, suits, claims, losses, or expense arising from or related to GRANTEE'S use and occupancy of the premises.

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IN WITNESS WHEREOF, GRANTOR has hereunto caused this instrument to be executed this _____ day of June, 2008.

GRANTOR: Auen Foundation

By: _____
Ronald M Auen, Trustee

Date: _____

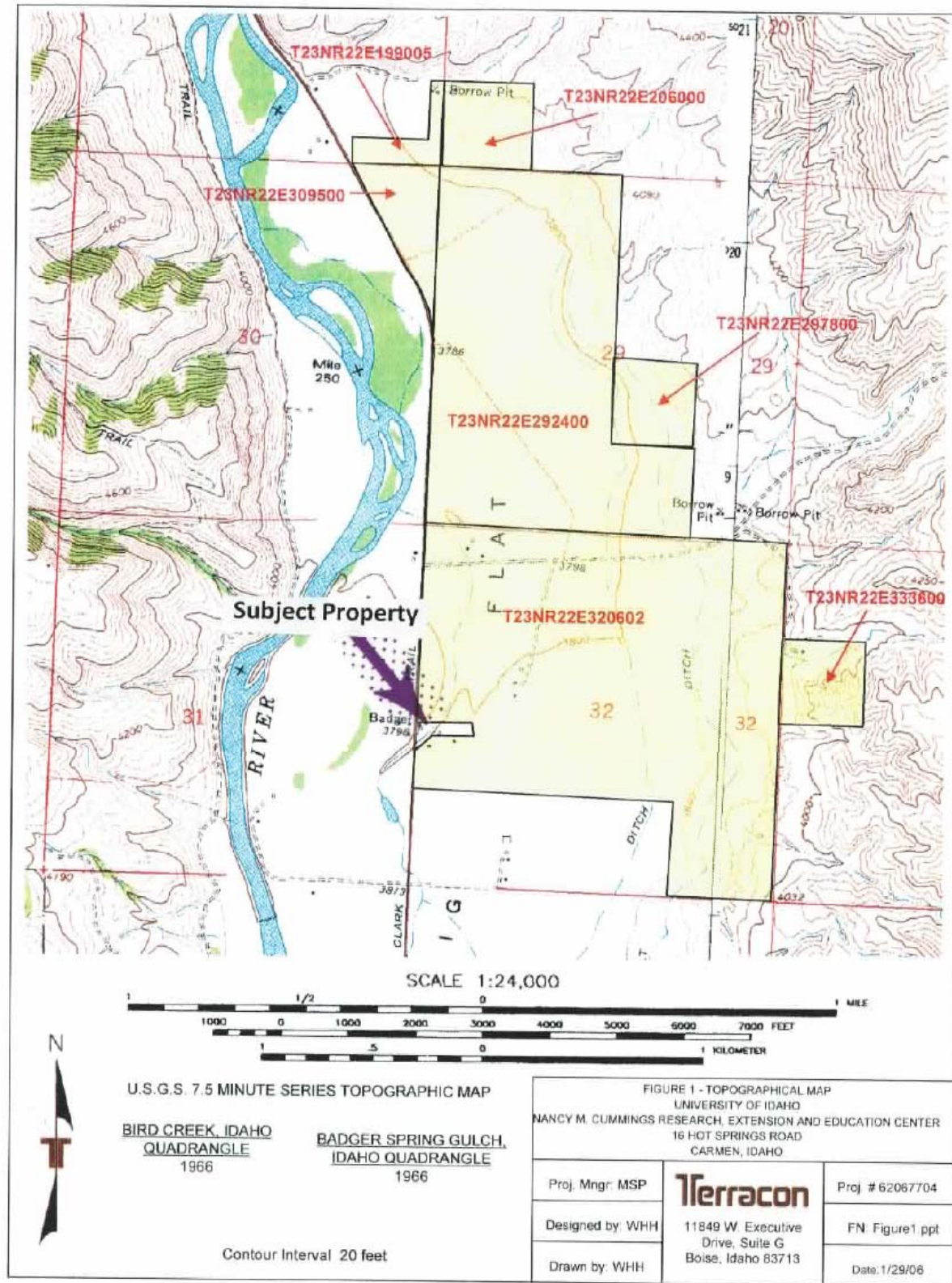
STATE of CALIFORNIA)
) ss.
County of Riverside)

On this _____ day of _____ 2008, before me, the undersigned, a Notary Public in and for said State of California, personally appeared Ronald M Auen, known or identified to me to be Trustee for the Auen Foundation, who executed the within instrument, and acknowledged to me that the instrument was executed on behalf of the Auen Foundation.

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 Idaho
Residing at _____, California
My commission expires: _____

ATTACHMENT 2



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<div>FROM: Brent T. Berry Brent T. Berry Appraisal Services 909 #3 Shoup St. Salmon, ID 83467 btbapprsl@centurytel.net Telephone Number: 208-756-6310 Fax Number: 208-756-6310</div>			<div>INVOICE</div> <table><tr><td colspan="2">INVOICE NUMBER</td></tr><tr><td colspan="2">08133</td></tr><tr><td colspan="2">DATE</td></tr><tr><td colspan="2">4/14/2008</td></tr><tr><td colspan="2">REFERENCE</td></tr><tr><td>Internal Order #:</td><td>08133</td></tr><tr><td>Lender Case #:</td><td></td></tr><tr><td>Client File #:</td><td>08133</td></tr><tr><td>Main File # on form:</td><td>08133</td></tr><tr><td>Other File # on form:</td><td>06139Uofl</td></tr><tr><td>Federal Tax ID:</td><td>550652398</td></tr><tr><td>Employer ID:</td><td></td></tr></table>		INVOICE NUMBER		08133		DATE		4/14/2008		REFERENCE		Internal Order #:	08133	Lender Case #:		Client File #:	08133	Main File # on form:	08133	Other File # on form:	06139Uofl	Federal Tax ID:	550652398	Employer ID:	
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Employer ID:																												
<div>T0: Gerard Billington University of Idaho Administrative Affairs Moscow, ID 83844-3162 Telephone Number: (208) 885-6468 Fax Number: (208) 885-9490 Alternate Number: E-Mail:</div>																												
DESCRIPTION																												
<div>Lender: University of Idaho Client: University of Idaho Purchaser/Borrower: University of Idaho Property Address: 6553 Hwy 93 N City: Salmon County: Lemhi State: ID Zip: 83467 Legal Description: T-1402 32 23 22</div>																												
FEES				AMOUNT																								
1004				300.00																								
Re billing fee of \$25.00 will be charged.																												
1.5 % per month will be charged on all fees past due 30 days.																												
SUBTOTAL				300.00																								
PAYMENTS				AMOUNT																								
Check #:	Date:	Description:																										
Check #:	Date:	Description:																										
Check #:	Date:	Description:																										
SUBTOTAL																												
Now due.				TOTAL DUE \$ 300.00																								

APPRAISAL OF REAL PROPERTY



Date of Valuation:

04/25/2008

Located At:

6553 Hwy 93 N
T-1402 32 23 22
Salmon, ID 83467

For:

University of Idaho
Administrative Affairs, Moscow, ID 83844-3162

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SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	6553 Hwy 93 N
	Legal Description	T-1402 32 23 22
	City	Salmon
	County	Lemhi
	State	ID
	Zip Code	83467
	Census Tract	9802.00
	Map Reference	delorme
SALES PRICE	Sale Price	\$ 0
	Date of Sale	n/a
CLIENT	Borrower/Client	University of Idaho
	Lender	University of Idaho
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	1,760
	Price per Square Foot	\$
	Location	suburban
	Age	26/10e
	Condition	average/good
	Total Rooms	6
	Bedrooms	3
	Baths	2
APPRAISER	Appraiser	Brent T Berry
	Date of Appraised Value	04/25/2008
VALUE	Final Estimate of Value	\$ 259,000

Summary Appraisal Report

ATTACHMENT 3

06139Uofl

File # 08133

Uniform Residential Appraisal Report

SUBJECT	The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.										
	Property Address 6553 Hwy 93 N				City Salmon		State ID		Zip Code 83467		
	Borrower University of Idaho			Owner of Public Record Auen-Berger Foundation			County Lemhi				
	Legal Description T-1402 32 23 22										
	Assessor's Parcel # RP23N22E324801A				Tax Year 2007		R.E. Taxes \$ 765.74				
	Neighborhood Name n/a				Map Reference delorme		Census Tract 9802.00				
	Occupant <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant Special Assessments \$ 0 <input type="checkbox"/> PUD HOA \$ 0 <input type="checkbox"/> per year <input type="checkbox"/> per month										
	Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe) n/a										
	Assignment Type <input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Gift										
	Lender/Client University of Idaho Address Administrative Affairs, Moscow, ID 83844-3162										
CONTRACT	Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
	Report data source(s) used, offering price(s), and date(s). MLS Data.										
	I <input type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. n/a										
	Contract Price \$ 0 Date of Contract n/a Is the property seller the owner of public record? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s) n/a										
	Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
	If Yes, report the total dollar amount and describe the items to be paid. 0 n/a										
NEIGHBORHOOD	Note: Race and the racial composition of the neighborhood are not appraisal factors.										
	Neighborhood Characteristics				One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
	Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining			PRICE AGE		One-Unit 70 %			
	Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply			\$ (000) (yrs)		2-4 Unit %			
	Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths			159 Low 1		Multi-Family %			
	Neighborhood Boundaries See attached addenda.				355 High 75		Commercial 5 %				
					224 Pred. 25-35		Other 25 %				
	Neighborhood Description See attached addenda.										
SITE	Market Conditions (including support for the above conclusions) See attached addenda.										
	Dimensions irregular Area 5 acres Shape irregular View mtn/tr/gd										
	Specific Zoning Classification agri/residential				Zoning Description residential / SFR allowed						
	Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe) n/a										
	Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe n/a										
	Utilities Public Other (describe)		Public Other (describe)		Off-site Improvements - Type		Public Private				
	Electricity <input type="checkbox"/> <input checked="" type="checkbox"/>		Water <input type="checkbox"/> <input checked="" type="checkbox"/> well/typical		Street gravel/typical		<input checked="" type="checkbox"/> <input type="checkbox"/>				
Gas <input type="checkbox"/> <input checked="" type="checkbox"/> none/typical		Sanitary Sewer <input type="checkbox"/> <input checked="" type="checkbox"/> septic/typical		Alley none/typical		<input checked="" type="checkbox"/> <input type="checkbox"/>					
FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone C FEMA Map # 1600920415B FEMA Map Date 8/15/1990											
Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe n/a											
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe											
There are no apparent adverse easements, encroachments, special assessments or other noted at the time of inspection. Site improvements and utilities are typical, useful, marketable and conforming to the surrounding area.											
IMPROVEMENTS	General Description		Foundation		Exterior Description materials/condition		Interior materials/condition				
	Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit		<input type="checkbox"/> Concrete Slab <input checked="" type="checkbox"/> Crawl Space		Foundation Walls cnc/trtd/wd/gd		Floors cp/hrdwd/tl/gd				
	# of Stories 1		<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement		Exterior Walls wd/log/gd		Walls wd/stn/dw/pnt/gd				
	Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit		Basement Area 0 sq.ft.		Roof Surface mtl/gd		Trim/Finish wd/stn/avg/gd				
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish n/a %		Gutters & Downspouts none/typical		Bath Floor cpt/tile/gd				
	Design (Style) 1 story		<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump		Window Type wd/sld/fxd/gd		Bath Wainscot fbr/avg/gd				
	Year Built 1977		Evidence of <input type="checkbox"/> Infestation none noted		Storm Sash/Insulated no/yes/gd		Car Storage <input checked="" type="checkbox"/> None				
	Effective Age (Yrs) 10e		<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement		Screens yes/gd		<input type="checkbox"/> Driveway # of Cars				
	Attic <input checked="" type="checkbox"/> None		Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input checked="" type="checkbox"/> Radiant		Amenities <input checked="" type="checkbox"/> Woodstove(s) # wd		Driveway Surface gravel/typical				
	<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs		<input type="checkbox"/> Other Fuel elc		<input type="checkbox"/> Fireplace(s) # <input checked="" type="checkbox"/> Fence wd/pp		<input checked="" type="checkbox"/> Garage # of Cars 2 garage				
	<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle		Cooling <input type="checkbox"/> Central Air Conditioning		<input checked="" type="checkbox"/> Patio/Deck cnc <input checked="" type="checkbox"/> Porch cnc		<input type="checkbox"/> Carport # of Cars				
	<input type="checkbox"/> Finished <input type="checkbox"/> Heated		<input type="checkbox"/> Individual <input type="checkbox"/> Other		<input type="checkbox"/> Pool <input checked="" type="checkbox"/> Other strg/bldg		<input checked="" type="checkbox"/> Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in				
	Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe) n/a										
	Finished area above grade contains: 6 Rooms 3 Bedrooms 2 Bath(s) 1,760 Square Feet of Gross Living Area Above Grade										
	Additional features (special energy efficient items, etc.). See attached addenda.										
	Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). No physical, functional or external inadequacies noted. The home is of average quality construction and it is in overall average to good condition. See attached addenda.										
	Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe n/a										
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe n/a											

Uniform Residential Appraisal Report

SALES COMPARISON APPROACH

There are 29 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 159,425 to \$ 399,900 .																	
There are 21 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 159,000 to \$ 355,000 .																	
FEATURE		SUBJECT		COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3							
Address		6553 Hwy 93 N Salmon, ID 83467			67 Sunflower Road Salmon, ID.83467-5235			10 Dogwood Lane Salmon, ID 83467			13 Miller Lane Salmon, ID 83467						
Proximity to Subject					13.38 miles S			3.89 miles S			8.05 miles SE						
Sale Price		\$ 0				\$ 242,500				\$ 275,000				\$ 256,000			
Sale Price/Gross Liv. Area		\$ sq.ft.		\$ 125.13 sq.ft.				\$ 202.21 sq.ft.				\$ 118.96 sq.ft.					
Data Source(s)					mls # 2003890			mls #2003632			mls #2003889						
Verification Source(s)					county records			county record			inspection						
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment			
Sales or Financing Concessions					cash none noted					conv. none noted					conv. none noted		
Date of Sale/Time					10/04/2007 coe					06/22/2007 coe					01/17/2008 coe		
Location		suburban			suburban					suburban					suburban		
Leasehold/Fee Simple		fee simple			fee simple					Fee Simple					Fee Simple		
Site		5 acres			3.396 acres			+4,800		5.219 acres			0		1.430 acres +10,700		
View		mtn/tr/gd			mtn/gd					mtn/gd					mtn/gd		
Design (Style)		1 story			1 story					1 story					1 story		
Quality of Construction		average			average					average					average		
Actual Age		26/10e			12/10e					29/10e					32/10e		
Condition		average/good			average/good					average/gd					average/gd		
Above Grade		Total Bdrms. Baths			Total Bdrms. Baths					Total Bdrms. Baths					Total Bdrms. Baths		
Room Count		6 3 2			5 3 2					6 3 2					7 4 3		
Gross Living Area		1,760 sq.ft.			1,938 sq.ft.			-3,600		1,360 sq.ft.			+8,000		2,152 sq.ft. -7,800		
Basement & Finished Rooms Below Grade		0 n/a			0 n/a					0 n/a					0 n/a		
Functional Utility		average			average					average					average		
Heating/Cooling		lpg/fau/none			elc/rdnt/none					elc/bsb/none					elc/bsb/none		
Energy Efficient Items		typical			typical					typical					typical		
Garage/Carport		2 garage			2 garage					3 garage			-3,000		2 garage		
Porch/Patio/Deck		porch/patio			decking					porch/deck					porch/deck		
additional heat source		1 wds			appliances					1 gstv					2 wds -2,000		
Indscp/fnc		Indscp/fnc			decking					Indscp/fnc					Indscp/fnc		
outbuildings		opn/enclsd/strg			strg/shop					strg/shop					strg/barn		
Net Adjustment (Total)					<input checked="" type="checkbox"/> + <input type="checkbox"/> -			\$ 1,200		<input checked="" type="checkbox"/> + <input type="checkbox"/> -			\$ 5,000		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -3,100		
Adjusted Sale Price of Comparables					Net Adj. 0.5 % Gross Adj. 3.5 %			\$ 243,700		Net Adj. 1.8 % Gross Adj. 4.0 %			\$ 280,000		Net Adj. 1.2 % Gross Adj. 9.6 % \$ 252,900		
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain n/a																	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.																	
Data Source(s) n/a																	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.																	
Data Source(s) n/a																	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).																	
ITEM		SUBJECT			COMPARABLE SALE #1			COMPARABLE SALE #2			COMPARABLE SALE #3						
Date of Prior Sale/Transfer		n/a			n/a			n/a			n/a						
Price of Prior Sale/Transfer		0			0			0			0						
Data Source(s)		mls data			mls data			mls data			mls data						
Effective Date of Data Source(s)		04/25/2008			04/25/2008			04/25/2008			04/25/2008						
Analysis of prior sale or transfer history of the subject property and comparable sales See attached addenda.																	
Summary of Sales Comparison Approach See attached addendum.																	
Indicated Value by Sales Comparison Approach \$ 259,000																	

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$ 259,000 Cost Approach (if developed) \$ 254,800 Income Approach (if developed) \$ 0			
The sales comparison analysis was given the most weight as it reflects recent trends of buyers and sellers. This approach is supported by the cost approach. The income approach was not used for lack of comparable rental data and homes of this type are typically owner occupied.			
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: No conditions. This is a "Complete" summary appraisal report.			
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 259,000 , as of 04/25/2008 , which is the date of inspection and the effective date of this appraisal.			

Uniform Residential Appraisal Report

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

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 or she considers his or her 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 judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting 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, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader 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 this appraisal report whether any portion of 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, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, 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 research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. 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, this appraisal report must not be considered as an environmental assessment of the property.

6. 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 the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

APPRAISER’S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of 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 at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market’s reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of 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 opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, 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 or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in 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 this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies 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 at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER
Brent T Berry Appraisal Services

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature and Report
Effective Date of Appraisal
State Certification #
or State License #
or Other (describe)
State ID
Expiration Date of Certification or License

Brent T. Berry

Brent T Berry Appraisal Services

909 #3 Snoupp Street, Salmon, ID 83467

(208) 756-6310

btbapprsl@centurytel.net

April 27, 2008

04/25/2008

LRA 263

State #

7/23/2008

ADDRESS OF PROPERTY APPRAISED
6553 Hwy 93 N
Salmon, ID 83467

APPRAISED VALUE OF SUBJECT PROPERTY \$ 259,000

LENDER/CLIENT
Name
Company Name
Company Address
Email Address

Gerard Billington

University of Idaho

Administrative Affairs, Moscow, ID 83844-3162

gerardb@uidaho.edu

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property

☐ Did inspect exterior of subject property from street
Date of Inspection

☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street

☐ Did inspect exterior of comparable sales from street
Date of Inspection

Supplemental Addendum

ATTACHMENT 3

File No. 08133

Borrower/Client	University of Idaho				
Property Address	6553 Hwy 93 N				
City	Salmon	County	Lemhi	State	ID Zip Code 83467
Lender	University of Idaho				

Purpose and Function:

The Intended User of this appraisal report is the Lender and or Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a Decision making, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

If the subject property was built prior to 1978, the dwelling may contain lead based paint.

Neighborhood Comments:

The subject market area is within and around the unincorporated area of Carmen, Idaho and the primary City center of Salmon, Idaho to the south. The overall market area as a whole is within a 1-50 mile radius with primary emphasis for the subject being toward the northerly portions of the Salmon River Valley. The overall market area is linked by US Highway 93, the Salmon River Road and State Highway 28. They are the main arterial routes running through the long and narrow Salmon River Valley. The market area consists of a variety of architectural styles and designs with a mixture of both manufactured and stick built dwellings. Homes range from fair to very good quality construction and levels of appeal. New construction and the renovation of older homes for sale is prevalent.

The market area consists of a low density population base with light industrial, commercial, agricultural, recreational and residential uses. This area is known for its scenic beauty and privacy. Public amenities are located in Salmon. They are considered to be average and adequate for typical public needs. The main employment for the area is from government agencies, light industrial, recreational and commercial uses. A newer hospital has opened in Salmon. Published reports suggest a new mine may start construction in late 2008. Mining in the area of Salmon is common. Historically mining creates employment with a competitive wage. Which in turn increases demand for affordable housing. However, the actual positive or negative effects have not been fully determined at this time.

Typical marketing times of 3-6 months are common if priced accordingly. With an average of approximately 147.5 days on market. Supply and demand for homes in the subject price range are in balance and prices are relatively stable. Homes have sold for approximately 92-100% of their current list price.

Improvement Description:

The subject property is an average quality one story ranch styled home with a newer composition shingle roof. The interior has fresh paint, newer carpet flooring and newer appliances. The front bath room is effectively new with tile flooring, new fixtures, paint etc.. The home has a functional floor plan with rooms that are average in size with a typical layout for homes of its age. The bedrooms have new carpet fresh paint and typical closet space. The bath off the main hall has newer carpet flooring, typical painted wood cabinets and formica tops. There is a fireplace with wood stove insert and ceiling fan for additional heat exchange. The garage is attached and partially finished. It has two electric opener, not in operation at time of inspection. No warranties are given.

The on-site and off-site improvements and private utilities are typical, marketable and conforming to the surrounding area. The additional outbuilding on site is for shop area and or open storage. The on site and off site improvements are typical, useful, marketable and conforming for the area.

Comments on Sales-comparisons:

In the overall Salmon market area comparisons that exceed Fannie Mae (FNMA) adjustment guidelines are common. They are only used for the lack of more recent directly comparable properties found in the immediate area. The comparisons used are the most recent similar sales found in the subjects market area and they are confirmed closed transactions per local MLS data and or county records.

Comparison #1 is a fairly recent sale set on a smaller site in a competing area to the south. The home is similar in style and design. It is newer however, the subject has had a relatively good level of maintenance. It is larger in GLA with a similar bed and bath count.

Comparison #2 is a dated sale set on a similar sized parcel in relatively close proximity. It is similar in age and condition. The home smaller in GLA with a similar room count. It has superior parking and similar site amenities.

Comparison #3 is a recent sale located in a competing area to the south east. It is similar in age and condition. The home is large in GLA with a superior bed and bath count. It has superior heat and similar site amenities.

Comparisons #1 and #2 exceed the Fannie Mae (FNMA) six month sale guideline. No negative market influence is noted, as the market does not appear to have negatively changed over the prior 12 months for homes of this type, market area and or price range. **Note:** These sales are only used for the lack of more recent directly comparable sales found in the area.

Site size adjustments are for the market reaction to site size, utility and allocation. GLA adjustments of \$15.00 per square foot are for the market reaction to size differences. Bathroom and bedroom adjustments are for the market reaction to the type and amount of rooms available. Parking adjustments of \$1,500.00 - \$3,000.00 are for the market reaction to having open or enclosed parking space. Amenity adjustments are for the market reaction to the type, amount, quality and or cost to place additional adequate amenities on site and or within the dwelling.

Supplemental Addendum

Borrower/Client	University of Idaho					
Property Address	6553 Hwy 93 N					
City	Salmon	County	Lemhi	State	ID	Zip Code 83467
Lender	University of Idaho					

The subject is not currently listed for sale, was not found to be listed for sale over the prior 12 months, nor has it sold over the prior 36 months. No personal property is included or given weight in the final estimate of value. This is a Summary Appraisal Report. No Conditions.

Final Reconciliation:

All sales are within and considered to be part of the subjects overall market area. These sales are relatively similar in overall location, design, quality, condition and or amenities. The sale used suggest a range to value for the subject. Due to the subjects site size, GLA, age, condition and amenities, it is estimated to be toward the mid range indicated by the adjusted sales. The subjects "as is" opinion of value of \$259,000.00 is within the range indicated by the sales used and it is considered to be reasonable.

Location Map

ATTACHMENT 3

Borrower/Client	University of Idaho				
Property Address	6553 Hwy 93 N				
City	Salmon	County	Lemhi	State	ID Zip Code 83467
Lender	University of Idaho				



Subject Photo Page

ATTACHMENT 3

Borrower/Client	University of Idaho					
Property Address	6553 Hwy 93 N					
City	Salmon	County	Lemhi	State	ID	Zip Code 83467
Lender	University of Idaho					



Subject Front

6553 Hwy 93 N	
Sales Price	0
Gross Living Area	1,760
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2
Location	suburban
View	mtn/tr/gd
Site	5 acres
Quality	average
Age	26/10e



Subject Rear



Subject Street

Subject Photos

ATTACHMENT 3

Borrower/Client	University of Idaho					
Property Address	6553 Hwy 93 N					
City	Salmon	County	Lemhi	State	ID	Zip Code 83467
Lender	University of Idaho					



Subject Storage

6553 Hwy 93 N

Comparable Photo Page

ATTACHMENT 3

Borrower/Client	University of Idaho					
Property Address	6553 Hwy 93 N					
City	Salmon	County	Lemhi	State	ID	Zip Code 83467
Lender	University of Idaho					



Comparable 1

67 Sunflower Road	
Prox. to Subject	13.38 miles S
Sale Price	242,500
Gross Living Area	1,938
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	suburban
View	mtn/gd
Site	3.396 acres
Quality	average
Age	12/10e



Comparable 2

10 Dogwood Lane	
Prox. to Subject	3.89 miles S
Sale Price	275,000
Gross Living Area	1,360
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2
Location	suburban
View	mtn/gd
Site	5.219 acres
Quality	average
Age	29/10e



Comparable 3

13 Miller Lane	
Prox. to Subject	8.05 miles SE
Sale Price	256,000
Gross Living Area	2,152
Total Rooms	7
Total Bedrooms	4
Total Bathrooms	3
Location	suburban
View	mtn/gd
Site	1.430 acres
Quality	average
Age	32/10e

**Request for Taxpayer
Identification Number and Certification****ATTACHMENT 3**
Give form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

Name (as reported on your income tax return)

Brent T Berry

Business name, if different from above

Brent T Berry Appraisal Services

Check appropriate box: ☒ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

909 #3 Shoup Street

City, state, and ZIP code

Salmon, Idaho 83467

List account number(s) here (optional)

Requester's name and address (optional)

University of Idaho

Administrative Affairs

Moscow, Idaho

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

5 | 5 | 0 | 6 | 5 | 2 | 3 | 9 | 8

or**Employer identification number**

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. Resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to a individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**Signature of
U.S. person ▶

Date ▶ 04/25/2008

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use the form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For Federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism. The authority to disclose information to combat terrorism expired on December 31, 2003. Legislation is pending that would reinstate this authority.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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

2. Acquisition of Real Property

- 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.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

UNIVERSITY OF IDAHO

SUBJECT

Agreement for transit (bus) services.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a.

BACKGROUND

The University of Idaho has been the lead institution for inter-location transportation services with Washington State University since 1992. The services include regularly scheduled bus service between Moscow and Pullman.

The current agreement, which was entered into in 1998, expires August 2008. The University placed advertisements in the Moscow/Pullman and Spokane markets soliciting service providers. As a result, the University identified two potentially interested parties. The University issued a subsequent Request for Proposals (RFP) on April 16, 2008, which closed May 2, 2008. Wheatland Express, Inc. (Wheatland) was the sole respondent to the RFP. Wheatland has provided the transit services since the inception of the University's transit program.

DISCUSSION

The University is seeking approval to enter into a new transit services agreement with Wheatland. The agreement includes basic transportation services between the two University campuses. The initial term of the agreement is for three years with options to renew up to an additional six years. The agreement is structured with several tiers of service to provide flexibility over the term. The agreement includes a fuel escalation clause, which provides for rate increases based on fuel prices tied to the Spokane Oil Price Information Service (OPIS) furnished by the Energy Information Administration. Below is a summary of the available tiers from which the University may select, and the current weekly rate for each tier, the rates below will increase annually in accordance with the fuel escalation clause:

Basic Service	\$4,110.80
B-1 Expanded Stops	\$5,919.80
B-2 Increased Frequency	\$7,605.00 (current service level)
Saturday/Evening	\$1,154.00
Summer	\$8,221.60

The University intends to select the basic service at a weekly rate of \$4,110.80 for the initial term of the contract. Other details of the service remain under discussion between the parties, accordingly the University is seeking approval to

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

enter into the contract, subject to review by the Executive Director and Board Counsel.

IMPACT

At the selected basic service rate of \$4,110.80 per week, the fees for the academic 2008-2009 year will be \$139,767.20. At this time, the University does not intend to select summer service. If the University continues with the selected rate over the life of the contract the total base value would be \$1,257,904.80. The base value may change with the application of the fuel escalation clause and/or if the University selects an alternative service rate.

The University has been reimbursed for half of the total annual transit services contract amount by Washington State University. The current interagency agreement between the University and Washington State University that provides for such cost sharing expires in August 2008, with an allowance for one year extensions. The two universities either will extend the current agreement or enter into a new agreement, as needed to correspond to the new contract with Wheatland. When Washington State University's cost share for transit services is factored in, the actual cost to the University of Idaho for transit services is half the annual rate. The University of Idaho students will contribute \$53,000 annually out of student fees for the University of Idaho's share of the transit services agreement.

The above quoted fees for the 2008-2009 year, of \$139,767.20, represent a decrease from the rate for the current 2007-2008 year, inclusive of summer, which is approximately \$224,000. The decreased rate for the 2008-2009 year is due to a decision to eliminate service over the summer, as well as a decision to decrease service during the academic year through a reduction in the number and frequency of stops. The University, in consultation with Washington State University, will revisit the selected service level as needed and has the flexibility in the contract to change the service level over the term of the contract.

ATTACHMENTS

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Attachment 2 – Addendum 1 to RFP 08-26J, Transit Services	Page 37

STAFF COMMENTS AND RECOMMENDATIONS

The current fees under the contract are approximately \$224,000. Eliminating service over the summer and reducing the amount of busses will reduce the fees to \$139,767. Institution staff has indicated that to keep the summer service, at a reduced number of busses, would cost an additional \$134,000.

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BOARD ACTION

A motion to authorize the University to take such actions necessary to complete the contract between University of Idaho and Wheatland, 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.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Purchasing Services
645 West Pullman Road
P.O. Box 441202
Moscow, Idaho 83844-1202

REQUEST FOR PROPOSALS NO. 08-26J

FOR

Transit Services

For Additional Information, Please Contact:

Christopher P. Johnson, C.P.M.: Director

Phone (208) 885-6126

Fax (208) 885-6060

cjohnson@uidaho.edu

www.purchasing.uidaho.edu

Date Issued: April 16, 2008

Proposals Due: May 2, 2008 at 2:00 PM Pacific

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UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 08-26J

PROPOSAL RESPONSE CERTIFICATION

DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Name

Signature

Title

Company

Street Address

City, State, Zip

Telephone Number and Fax Number

Cell Phone Number

E-mail Address

State of Incorporation

Tax ID Number

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE) _____

Women Owned Business Enterprise (WBE) _____

Small Business Enterprise (SBE) _____

Veteran Business Enterprise (VBE) _____

Disadvantaged Business Enterprise (DBE) _____

Business Classification Type is used for tracking purposes, not as criteria for award.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 SCOPE OF WORK

The University of Idaho (herein referred to as the University) is soliciting proposals for transportation of students, faculty and staff between the University of Idaho and Washington State University. The regularly scheduled route includes several stops on either end of the route.

1-2 PROPOSAL SUBMISSION

Proposal must be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals' number, due date and time, Proposer's name and address, and submitted no later than 4:00 p.m., Pacific Time, on May 2, 2008 to University of Idaho Purchasing Services, 645 West Pullman Road, P.O. Box 4441202, Moscow, ID 83844-1202.

A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted.

The proposal must be signed by such individual or individuals who have full authority from the Proposer to enter into a binding Agreement on behalf of the Proposer so that an Agreement may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposals shall serve as the Agreement terms and conditions. In addition, the laws of the State of Idaho shall apply. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the University.

Proposals received after the exact time specified for receipt will not be considered.

1-3 REQUEST FOR PROPOSAL SCHEDULE

April 16, 2008	Request for Proposals issued
April 24, 2008	Inquiries Due
May 2, 2008	Proposals Due @ 4:00 p.m.

1-4 INQUIRIES

All inquiries concerning this request shall be submitted in writing and received by the University's office of Purchasing Services no later than 4:00 p.m., Pacific Time, on April 24, 2008, to:

Christopher Johnson, Director
 University of Idaho
 Purchasing Services
 645 West Pullman Road
 P.O. Box 4441202
 Moscow, ID 83844-1202
 Telephone: (208) 885-6126
 Fax: (208) 885-6060
 E-mail: cjohnson@uidaho.edu

Proposers should consider Purchasing Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Purchasing Services will work with the Proposer and with the various offices of the University to gather that information.

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

1-6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing, and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

1-7 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1-8 ACKNOWLEDGMENT OF ADDENDUMS TO RFP

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification.

1-9 PROPOSAL COPIES

Four **(4)** complete copies of the proposal shall be submitted to the University.

1-10 OFFER ACCEPTANCE PERIOD

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counter offers.

1-11 REJECTION OF PROPOSALS

The University in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

1-12 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Agreement Documents. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho State sales/use tax.

The University will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

1-13 TERM OF AGREEMENT

The initial term of this agreement shall be three (3) years, commencing upon the date of execution by the university. The term of this agreement may, if mutually agreed upon in writing, be extended by three two (2) year increments for a total of six (6) additional years, provided written notice of each extension is given to the bidder at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1-14 AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

1-15 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this RFP is confidential, proprietary, and constitutes trade secret information as to all technical and financial data, and waives any right of access to such proposals, except as provided for by law. Except as determined by the University's Office of Purchasing Services, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

1-16 RECORD OF PURCHASES

Contractor will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

1-17 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the Manager of Purchasing Services. The appeal must be received by the Director of Purchasing Services within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Director of Purchasing Services to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

2-2 RFP RESPONSE OUTLINE

- A. Response Sheet: The proposal Response Certification (page 4) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.
- B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.
- C. Financial Stability: Please provide proof of financial stability in the form of financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the proposer to be capable of meeting the requirements of the RFP.
- D. Experience and Support: Describe Proposer's experience in performing the requested services.
- E. License/Certification: Describe the type of license or certification held by your organization for providing transportation. Include when and where it was obtained, and expiration date.
- F. Fleet Characteristics: Provide an itemized list of the fleet to be used in providing the transit services proposed by vehicle type, including passenger capacity for each vehicle and age. Designate which vehicle will be used exclusively for University service and which will be shared for other uses, including approximate percentage for each use. Designate which vehicles are currently owned by the proposing organization and which, if any would be acquired if the contract were awarded. All vehicles must be lift-equipped and fully accessible to disabled riders.
- G. Subcontractors: Identify any services to be subcontracted including name, address, phone number and experience of each subcontractor.
- H. Maintenance and Safety Plans:
 - 1. Maintenance

Describe the organization's preventative maintenance plan. List the number of maintenance employees. State whether maintenance work is done in-house or contracted out, and if contracted out, what type of work and where. Describe driver procedures for identifying maintenance or safety needs.

2. Safety Record

State the number of vehicle accidents involving your organization's vehicles from January 2005 to January 2008. Of those, state how many were determined by either the police report or insurance company record to be at least partially at fault by your organization's driver. State whether your organization has been involved in any lawsuits as a result of the accidents, and if so, please describe the outcome. State the name and phone number of your insurance provider, and your insurance agent for the previous three years.

I. Driver Hiring and Training:**1. Driver Hiring**

Describe all minimum requirements for drivers to be hired. Describe employee procedures.

2. Driver Training

Describe the proposed driver training program, both at the time of hire and on an ongoing basis.

J. Proposer's Experience: List your organization's previous experience in providing transit services similar to the requirements of this proposal including:

- Name and address of firm, including contact person and phone number
- Type of service provided
- Dates of contracts
- Number of passenger's trips served on an annual basis.

K. Organization's Project Management, Implementation Plan and Resources:**1. Project Management**

State who will be responsible for management of any services resulting from this solicitation including name, title and experience (please attach resume).

2. Implementation Plan

Describe steps that will be taken in preparation for service start-up, including purchases to be made, hiring, training and policies/procedures to be developed.

L. Resources: Describe facilities to be used in performance of this Contract including location size, functions performed at each and any new facilities to be acquired.**M. ADA: Please provide all appropriate information regarding the transportation of disabled riders and compliance with the American Disabilities Act of 1990 (ADA).****N. Ridership Communication: describe how service changes, disruptions or ridership information will be communicated to riders waiting at stops for service.****O. Proposal Price Sheet: Attachment A and B.****P. Proposer Exceptions: Describe any exceptions to the scope of services or terms and conditions contained within this document. Add comments about the project, which are of concern to the proposer.**

SECTION 3 - TECHNICAL SPECIFICATIONS & BID FORM**3-1 SCOPE OF SERVICES**

Effective August 24, 2008, the Contractor shall provide Intercampus Transit Services for all eligible riders, as an independent contractor for and on behalf of the University of Idaho and Washington State University. Such services shall be provided in accordance with the terms, conditions and specifications set forth in this Request for Proposals.

The University may, at any time, make changes to the service. If a change causes an increase or decrease in the Contractor's cost of providing service, an equitable adjustment shall be made with the mutual consent of all parties, and this Contract shall be modified in writing accordingly.

The following specifications describe in detail the minimum standards and program requirements for operating this program.

3-2 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall operate the service in a safe, reasonable, reliable and efficient manner. The Contractor shall use responsible, qualified and properly licensed drivers. The Contractor shall ensure that these drivers are trained, courteous, neat and cooperative.

If the University receives complaints regarding a particular driver, and/or it is determined that the driver is not operating the service in a safe, reliable or courteous manner, the University shall have the authority to direct the Contractor to remove the driver from this service and promptly direct the Contractor to replace him or her.

3-3 DESCRIPTION OF SERVICES

The Contractor shall be responsible for providing all major capital needs associated with the service (e.g., all vehicles, facilities, maintenance equipment, radios, wheelchair lifts, etc.). The Contractor shall be responsible for all aspects of day-to-day operation of the service including employment of personnel and vehicle/equipment maintenance.

The Contractor will cooperate with the University in service planning, scheduling, marketing, and general program policy. The University however, reserves the right to make all final decisions.

In keeping with its commitment to eliminating physical access barriers while also providing accessibility to its programs and services for disabled individuals, the University recognizes an obligation to facilitate access by disabled individuals to the Intercampus Transit Service. "Route deviation" which does not add more than five minutes to the total one-way travel time is anticipated to be the preferred reasonable accommodation for disabled individuals seeking to use this service.

3-4 SERVICE ALTERNATES

The University will work with the successful proposer to develop specific alternates that will optimize the proposed service. To that end, the University has developed a number of proposed alternates for consideration. Those proposed alternates are included in Exhibit B, and attached to this Request for Proposals.

Proposers should feel free to visit the two campuses and are encouraged to propose alternate service and routes. The University reserves the right to select the alternates most appropriate for this service.

3-5 SERVICE SCHEDULES

The University will designate a “Basic Service Schedule” as well as several “Alternate Service Schedules”. All proposers are required to provide a proposal for the “Basic Service Schedule” and “Alternate Service Schedules”.

- A. Basic Service Schedule shall be Campus to Campus only Monday through Friday. Hours will be 6:30 a.m. to 7:00 p.m., with one hour headway except the hours of 7:00-9:00 a.m. and 4:00-6:00 p.m., which would be thirty minute headway. This service will start on the first day of Registration Week and will end on the last day of Finals Week. No service will be required during official University vacations or summer sessions.
- B. Alternate Service Schedules for the University of Idaho and Washington State University:
 - 1. Basic Service Schedule plus expanded Moscow Community stops per attached Exhibit B.
 - 2. Campus to Campus only, continuous thirty minute frequency, Monday through Friday, from 9:00 a.m. to 4:00 p.m.
 - 3. Saturday/Evening Service, Campus to Campus, sixty minute frequency from 10:00 a.m. to 4:00 p.m. and 7:00-9:00 p.m. No Sunday service will be required.
 - 4.
 - 5. Special Events. The University may require service for special events on an irregular basis. Proposers should provide an hourly rate for such service, as well as define any notification requirements on Attachment B, Proposal Price Sheet.
- C. Alternate Service Schedule for City of Moscow:

The City of Moscow proposes to institute fixed route transit (bus) service at locations throughout the City. The City of Moscow does not desire to establish, operate or maintain its own transit system. The general location of the fixed route stops are shown in Exhibit A. The City of Moscow retains the right to change the location of any or all of these fixed stop points during the term of the service.

- 1. This transit service shall operate from the hours of 7:00 a.m. through 7:00 p.m. servicing each stop every two hours, Monday through Friday, twelve months per year (see attachment C, City of Moscow Proposal Price Sheet).
- 2. Proposer shall propose an alternate to provide service on Saturdays from 9:00 a.m. through 7:00 p.m., servicing each stop every two hours.
- 3. Proposer shall propose an alternative to provide hourly bus service at the fixed route locations for both the Monday through Friday and the Saturday proposals.
- 4. Proposer shall also provide a price for additional fixed route stops.

ATTACHMENT 1

In its proposal, the proposer shall set out the price for each proposal and alternatives for operating the fixed route transit system for a term commensurate with the Request for Proposals No. UI 08-26J for transit services. Said price shall account for and be reduced by the funds paid by the University of Idaho or Washington State University for their respective transit service. In its proposal, the proposer shall identify a fare structure to offset the cost of provision of the service. Said proposal shall include any escalators or multipliers to take account of increased cost of fuel.

Proposer shall comply with all of the insurance and bonding requirements required in the Request for Proposals No. UI 08-26J for transit services. Proposer shall comply with all local, state, and federal laws and regulations including but not limited to, licensing and operation. Proposer shall otherwise comply completely with the Request for Proposals No. UI 08-26J for transit services.

The successful proposer shall execute an agreement with the City of Moscow regarding said transit service. The agreement with the City of Moscow shall specifically allow the City to unilaterally terminate the agreement at the end of twelve months to give the City the opportunity to evaluate the transit service and monitor its use by the public. All rights pertaining to the University of Idaho or Washington State University shall also inure to the benefit of the City of Moscow as if the City of Moscow were specifically named in said proposal.

3-6 DRIVER REQUIREMENTS

The Contractor shall assure that drivers are reliable and able to drive safely. In addition to the Contractor's existing driver selection procedures, the Contractor must ensure that:

- A. Driver have appropriate and valid Idaho and/or Washington State Driver's Licenses, in addition to any other licenses or permits required for the type of vehicle being operated under this program.
- B. Drivers have not been involved in any at-fault accidents of DWI (driving while intoxicated) or DUI (driving under influence) convictions within the past three years, as evidenced by a Washington and/or Idaho State Department of Licensing report obtained by the Contractor upon hiring a driver.
- C. Drivers are physically capable of safely driving and operating the vehicles for this program.
- D. Drivers are to be polite and courteous to passengers. The University reserves the right to review drivers' records at any time.

3-7 DRIVER RESPONSIBILITIES:

- A. Verifying riders possess a valid ID card
- B. Picking-up and dropping-off riders in a safe and timely fashion
- C. Assisting persons needing help on and off the shuttle
- D. Recommending service improvements
- E. Making informational announcements
- F. Keeping records as directed
- G. Being polite and courteous to riders
- H. Enforcing the rules and regulations of the program while in the vehicle

3-8 PERSONNEL TRAINING:

The Contractor shall provide the following minimum program training for the drivers:

- A. Drivers must be completely familiarized with their vehicle and trained to use any special equipment installed on the vehicle, such as; wheelchair lifts, radios, etc.
- B. Drivers must be fully educated about this Intercampus Transit Services Program and its procedures, and the geographic area in which they will provide service.
- C. Drivers must be trained in CPR or other such basic medical emergency skills.

Records must be maintained for all drivers to verify that adequate training has been received.

3-9 VEHICLE REQUIREMENTS:

The Contractor may use transit or charter buses, these may be listed as options or alternatives in your pricing proposal, which are equipped in accordance and compliance with existing state and federal laws and the rules and regulations of Washington and Idaho transportation commissions to provide service under this program, however, the Contractor must have a sufficient number of approved lift-equipped vehicles to provide access to disabled riders for all trips.

- A. Contractor must comply with ADA

The following minimum vehicle requirements apply to this Contract:

- A. All vehicles shall be of a uniform color and graphic design
- B. All vehicles shall be equipped with radios, cellular phones or some other such communication device in order to effectively resolve emergency or other non-routine situations.
- C. All vehicles shall be clean and in good repair. The University reserves the right to prevent a Contractor from using a specific vehicle if, in the University' opinion, the vehicle cannot be made comfortable, clean, in good repair and accessible to disabled riders.
- D. There shall be no smoking at any time in any of the vehicles designated for this service by either driver or rider.
- E. Buses shall be transit or charter designed buses. School buses are not an acceptable alternative.

The Contractor must also have vehicles of similar quality to replace the vehicles committed to this service when they are being maintained or repaired.

3-10 VEHICLE MAINTENANCE AND SAFETY:

The Contractor shall ensure that all vehicles and equipment used for this program are maintained to minimize breakdowns and decrease the possibility of accidents. The Contractor will implement a maintenance and safety program that includes:

- A. A preventative maintenance schedule that incorporates, at a minimum, the schedule recommended by the vehicle manufacturer.

- B. A vehicle record file containing the following information:
1. Vehicle identification number
 2. Vehicle maintenance history, including description of maintenance performed, date and mileage
 3. Vehicle loss control record listing incident description, date, mileage, and driver
 4. Vehicle equipment check log verifying that special equipment has been checked according to the suggested schedule of the manufacturer, or at least semi-annually
 5. Vehicle operational and safety check log recorded at the beginning of each work day and indicating that tires, brakes, lights, seat belts and other relevant equipment are operational and the vehicle has not been damaged
 6. Documentation that preventative maintenance was performed according to the schedule recommended by the vehicle manufacturer.
- C. Vehicle interior cleaning must be done on at least a daily basis. Vehicle exterior must be washed at least once a week.
- D. All vehicles will be equipped with an on-board fire extinguisher and a first aid kit. Inventory of the first aid kit will be checked on a regular basis and items replaced as needed.

The University reserves the right to conduct periodic inspections or review records of the Contractor's vehicles being used for this program, throughout the term of this Contract. Such inspections may either be conducted at the Contractor's facility, the Universities maintenance center or some other agreed upon location. The Contractor shall make the vehicle available for inspection at no cost to the University, provided the inspection period does not exceed eight hours.

Any inspection is solely for the University's own purposes and shall in no way diminish the sole responsibility of the Contractor to operate and maintain a safe fleet of vehicles.

3-11 PERFORMANCE STANDARDS

The University's goal is to provide high-quality, reliable transportation services for all of its students, faculty and staff. To ensure that goal is met, the following standards shall apply:

- A. All trips shall be performed "on-time." "On-time" shall be defined as zero (0) minutes early to five (5) minutes after the scheduled time specified.
- B. If a trip is not "on-time", it shall be immediately reported to the Project Manager with an explanation as to why the trip was not "on-time".
- C. A penalty equal to the hourly contract rate as quoted on Attachment A for B-5 Special Events shall be levied for each trip that is scheduled, but the Contractor fails to complete "on-time". Any such penalties shall be subtracted from the amount due the Contractor at the end of each month.
- D. Extenuating circumstances due to weather, route deviation or time required to permit a disabled rider to enter or alight from the vehicle, or other causes, if immediately reported to and approved by the Project Manager, will provide for exemption from the standards set forth above. The University shall be the sole judge as to the validity of the reported extenuating circumstances.

- E. Specific reporting requirements, including timeliness of reports, will be mutually negotiated by the University and the successful contractor. Monthly ridership data reports shall be furnished.

3-12 PRICING

The Proposal Price Schedule, Attachment A and B shall be completed, and all the costs necessary to perform the services described herein must be identified. The price evaluation will be based on the prices provided in the Proposal Price Schedule.

Prices shall remain firm for the initial term of the Contract. Thereafter, the Contractor shall have a one-time option each year to request a price adjustment for the next Contract term, subject to a mutually negotiated amount, providing the Contractor supplies adequate documentation. The University reserves the sole option to accept or reject such requests. Requests for such adjustments are to be made in writing at least sixty days prior to the last day of the current term of the Contract. Approval to adjust the price(s) must be granted by the University in writing before they will become effective. The Contractor agrees to reduce the Contract price at any time during the life of this Contract if the prices paid by the contract significantly decline.

The University, in recognition of the difficulty of estimating and anticipating the cost of fuel over the term of this Contract, will include an “escalator clause” to allow fuel cost adjustments during the term of this Contract.

All proposers will be required to specify in their response the fixed price of gasoline per gallon used in determining the total proposal price. A relationship will be established between the price submitted by the proposer, and the price published in the Oil Price Information Service (OPIS) Pad 5 report for Spokane, WA. (OPIS prices do not include tax). This relationship will remain constant throughout the term of the Contract. Prices may fluctuate above and below the fixed price by three cents per gallon before adjustments will be made the University. Price fluctuations outside of that range will constitute acceptable adjustments, provided that the Contractor provides such documentation as is required by the University. All cost increases of greater than three cents per gallon will be reimbursed to the Contractor by the University. All cost decreases of greater than three cents per gallon will be credited to the University by the Contractor.

For example, if the published price in OPIS for Spokane, WA is 60 cents per gallon, and the proposer established the fixed price per gallon at \$1.25 per gallon, then the relationship is OPIS plus 65 cents per gallon equals the fixed price per gallon. That means that whenever the Contractor purchases gasoline above 68 cents per gallon over the published price in OPIS, the University will reimburse the Contractor 100% of the increased amount. Whenever the Contractor purchases gasoline below 62 cents per gallon over the published price in OPIS, the University will be credited by the Contractor 100% of the amount.

The Contractor agrees to submit such documentations of fuel costs as the University may require, including copies of receipts, charge slips, fuel supplier names and addresses, vehicular mileage figures and other such data, which may substantiate the cost, and use of fuel for the service. The University will not be obligated to make any fuel cost adjustments absent of such documentation. The Contractor agrees that it will, to the maximum extent possible, obtain fuel at the lowest price available to the Contractor, and agrees that the University may require certification by the Contractor of its fuel cost and use.

3-13 FARES AND ACCOUNTING

All riders shall be required to show a valid student, faculty or staff ID card from either the University of Idaho or Washington State University in order to qualify for ridership. Coupons are also sold at both University locations. The “fare-box” method or any other method of securing ridership shall not be acceptable to the University.

The Contractor shall be required to provide to the University, on a monthly basis, an account of rides provided, as well as other such data as the Contractor and the University agree is appropriate.

3-14 TAXES, LICENSES, INSURANCE AND CERTIFICATE REQUIREMENTS

This Contract and any of the services performed hereunder are contingent and expressly conditioned upon the ability of the Contractor to provide the specified service consistent with federal and state law and regulations. The Contractor shall be, within 30 days of Contract award and remain throughout the term of this Contract, either a certified contract carrier with passenger authority or a certified private non-profit transportation provider as evidenced by a license or certificate issued by the Interstate Commerce Commission. If, for any reason, the Contractor's license or certificate is terminated, suspended, revoked or in any manner modified from its status at the time this Contract is effective, the Contractor shall notify the University immediately of such condition in writing.

During the term of this Contract, the Contractor shall remain liable for and shall pay in a timely manner all vehicle licensing costs and taxes levied upon the vehicles and other operating assets used for this service.

3-15 RECORD INSPECTIONS

The University reserves the right to inspect all financial and operating records relating to the provision of services under this Contract.

3-16 ALTERNATIVES

If it appears to any proposer that the proposal lends itself to a more adequate response through the use of any alternative to the requirements designated by the University, such proposer is encouraged and invited to suggest such an alternative or alternatives, and to provide the appropriate information upon which such an alternative maybe judged. Before an alternative will be considered by the University, however, it must result in an identical functional status of this proposal, i.e., be as efficient, effective and desirable and reach the same level and quality of productivity, as that demanded by the University. Notwithstanding the availability of an alternative, each proposer must in fact respond to each specification of this proposal. As set forth the RFP Alternatives will be considered in addition to, and not in substitution for, the requirement of this RFP.

SECTION 4 - PROCUREMENT PROCESS**4-1 PROPOSER LIST AND QUALIFICATION EVALUATION**

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual offerers, if required, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found potentially acceptable. Offerers whose proposals are unacceptable will be notified promptly. The Manager of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

4-3 PROPOSER INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

SECTION 5 - EVALUATION PROCESS

The University reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the University determines would best meet its requirements and needs.

5-1 EVALUATION CRITERIA

The evaluation criteria are listed below:

1. Functional and Technical Requirements

The degree to which proposal meets the functional and technical requirements of the RFP. This includes the proposer's method of providing the contemplated services.

2. Cost**3. Proposer's Project Management, Plan and Resources**

The proposer's project management, implementation plan and physical resources. Factors evaluated will include but not be limited to:

- A. Proposer's facilities and personnel available, including drivers training and experience
- B. Proposer's fleet age and condition
- C. Qualification of management personnel
- D. Appropriateness and completeness of implementation plan
- E. The maintenance and safety plans.
- F. Compliance with ADA.

4. Proposer's Previous Performance

Proposer's previous performance on transportation contracts.

Note: not necessarily listed in order of importance.

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

6-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consist of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer's response to the RFP.

6-2 ASSIGNMENT

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the written consent of the University. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

6-4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

6-5 APPLICABLE LAW AND FORUM

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

6-6 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

6-7 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-9 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

6-10 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-11 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-12 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

6-13 BINDING EFFECT

This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, and assigns.

6-14 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-15 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

6-16 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

6-17 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

6-18 CONTRACTOR REPRESENTATIONS

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has visited the site of the project and familiarized itself with the local conditions under which this Agreement is to be performed.

6-19 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-20 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-21 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6-22 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-23 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

6-24 WAIVER

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the

first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

6-25 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 (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

6-26 NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

6-27 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-28 EQUAL OPPORTUNITY

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

6-29 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

6-30 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor will follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

SECTION 7 – INDEMNITY, RISKS OF LOSS, INSURANCE

7-1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss and .

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

7-3 Insurance

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 7.3. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

7.3.1.2 Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request.

7.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the

University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

7.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

7.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.

8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

7.3.2 Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

7.3.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

7.3.2.2 Commercial Auto Insurance. Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included. Contractor shall provide Motor Carrier forms and coverages appropriate and necessary for a public transit entity.

7.3.2.3 Business Personal Property. Contractor and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Contractor and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

7.3.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

7.3.2.4 Professional Liability. If professional services are supplied to Institution, Contractor and its subcontractor(s) of any tier, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

ATTACHMENT A

UNIVERSITY OF IDAHO & WASHINGTON STATE UNIVERISTY

PROPOSAL PRICE SHEET

All costs will be based on a weekly accounting of service schedules provided within a calendar week. If any calendar week includes a portion of different types of service schedules, then the Contractor shall prorate each portion of the week and bill the University accordingly.

The fixed price of gasoline per gallon used in determining the total proposal price: _____

The price published in the Oil Price Information Service (OPIS) Pad 5 report for Spokane, WA.: _____

The relationship between the price submitted by the proposer, and the price published in the Oil Price Information Service (OPIS) Pad 5 report for Spokane, WA.: _____

SERVICE ALTERNATES	Cost per Calendar Week
B-1 Basic Service	_____
B-2 Campus to Campus	_____
B-3 Saturday/Evening	_____
B-4 Special Events (per hour)	_____

NOTE: All other costs must be identified on this attachment. The University will not be obligated to pay any additional charges unless included here. Costs should be identified as one-time costs or continuing costs.

Service	Cost
_____	_____
_____	_____
_____	_____

ATTACHMENT B

CITY OF MOSCOW

PROPOSAL PRICE SHEET

All costs will be based on a weekly accounting of service schedules provided within a calendar week. If any calendar week includes a portion of different types of service schedules, then the Contractor shall prorate each portion of the week and bill the City of Moscow accordingly.

The fixed price of gasoline per gallon used in determining the total proposal price: _____

The price published in the Oil Price Information Service (OPIS) Pad 5 report for Spokane, WA.: _____

The relationship between the price submitted by the proposer, and the price published in the Oil Price Information Service (OPIS) Pad 5 report for Spokane, WA.: _____

CITY OF MOSCOW SERVICE ALTERNATES Cost per Calendar Week		Proposed Fare
C-1 Monday through Friday Service	_____	_____
C-2 Saturday Service	_____	_____
C-3 Hourly Bus Service (Mon.-Fri.)	_____	_____
C-4 Hourly Bus Service (Saturday)	_____	_____
C-5 Cost Per Additional Stop	_____	_____

NOTE: All other costs must be identified on this attachment. The City of Moscow will not be obligated to pay any additional charges unless included here. Costs should be identified as one-time costs or continuing costs.

Service	Cost
_____	_____
_____	_____
_____	_____

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor*

***If bid is awarded to Contractor**

Page 1 of 2

Give this form to your insurance agent / broker

Agents/ Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.

Certificates without a copy of these instructions will not be accepted.

Contractor and its subcontractors of any tier (“Insured”) are required to carry the types and limits of insurance shown in this Request, and to provide University of Idaho (“Certificate Holder”) with a Certificate of Insurance within seven (7) days of the signing of this Contract.

- Certificate Holder shall read:
State of Idaho and the Regents of the University of Idaho
Attn: Risk Management
P.O. Box 443162
Moscow, ID 83844-3162
- Description area of certificate shall read: Attn: Contract for Services
- All certificates shall provide for thirty (30) days’ written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
- All insurers shall have a Best’s rating of AV or better and be licensed and admitted in Idaho.
- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.
- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured’s obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder’s option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured’s liability under the terms of the grant or contract.

- A copy of this certificate request must be sent with the Certificate.
UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor*

***If bid is awarded to Contractor**

Page 2 of 2

Required Insurance Coverage. Insured shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella Liability Insurance. Insured shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- Commercial Auto Insurance. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- Business Personal Property and/or Personal Property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
- Workers' Compensation. Where required by law, Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.
- Professional Liability. If professional services are supplied to the Institution, Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact:

Carry Salonen, Risk Specialist, University of Idaho.
PH (208) 885-7177. FAX (208) 885-9490
csalonen@uidaho.edu

EXHIBIT B

Basic Campus to Campus Stops

1. UI-Wallace Complex- 6th Street.
2. UI-Forestry Building Line Street- 6th Street
3. UI-University of Idaho Sub- Deakin St.
4. UI-6th and Jackson
5. UI-Line Street – 6Th Power Plant
6. UI-Palouse Empire Mall- Highway 8
7. WSU-Johnson Hall
8. WSU-Stadium Way – Valley Road
9. WSU-Stadium Way – Valley Road
10. WSU-Grand Ave – Dissmores
11. WSU-Pullman City Hall – Paradise Street
12. WSU-McCoy Hall – Vet Building
13. WSU-French Admin Grimes Way

Twice Daily Stops

1. Highway 8 and Styner Ave.
2. Eastside Marketplace- Blaine St.
3. 6th Street & Blaine Street
4. “D” Street and Mt. View Road
5. “D” Street and Hayes Street
6. East City Park- Hayes St.
7. Moscow High School
8. “D” Street and Jackson Street

City of Moscow Stops (in addition to above)

1. Lauder Street & Highway 95
2. Joseph Street and Hathaway Street
3. Eisenhower Street and “F” Street
4. 3rd Street and Jackson
5. Highway 8 and Line Street

**UNIVERSITY OF IDAHO
GENERAL TERMS AND CONDITIONS**

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.
2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University of Idaho Department of Purchasing Services.
3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho Department of Purchasing Services. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
7. REJECTION: All goods, materials, or services purchased herein are subject to approval by the University of Idaho. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the University of Idaho or returned, will be at Contractor's risk and expense.
8. QUALITY STANDARDS: Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the University. No substitutions will be permitted without written authorization of the University of Idaho Department of Purchasing Services.
9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.
10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by the University of Idaho resulting from Contractor's breach of Agreement.
13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any

commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

14. OSHA REGULATIONS: Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
15. TAXES: The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.
16. 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.
17. ASSIGNMENTS: No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of the University of Idaho.
18. WAIVER: No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
19. 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 thereof, 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 (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
20. NO JOINT VENTURE: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
21. PRICE WARRANTY FOR COMMERCIAL ITEMS: Contractor warrants that prices charged to the University of Idaho are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.
22. NONDISCRIMINATION: Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
23. UNIVERSITY REGULATIONS: Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.
24. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

08-26J Addendum 1
Responses to Questions

- 1. Q: page 9 does calendar days mean a 30 or 31 calendar day or a 5/7 day week. It would make a difference.**

Section 2-1

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

A: This indicates that whenever we are referring a number of days, such as "20 days", that we are referring to calendar days which would include weekends and holidays.

- 2. Q: page 13 you have clarified that summer was left out--this makes a big difference on what the proposal price would be so not sure how to address this in the proposal.**

Section 3-5A.

Basic Service Schedule shall be Campus to Campus only Monday through Friday. Hours will be 6:30 a.m. to 7:00 p.m., with one hour headway except the hours of 7:00-9:00 a.m. and 4:00-6:00 p.m., which would be thirty minute headway. This service will start on the first day of Registration Week and will end on the last day of Finals Week. No service will be required during official University vacations or summer sessions.

A: Summer will be added to a revised 3-5 Service Schedules B Alternative Service Schedule. Section 3-5 is revised per attached and incorporated.

- 3. Q: page 13 does basic service as defined in the service schedule mean that from 6:30 am to 7:00 pm there will be hourly service but from 7:00 am to 9:00 am there would be service in addition at 7:00 am, 7:30 am, 8:00 am, 8:30 am, 9:00 am and then terminated until 4:00 pm where to would pick up again in 30 minute increments until 6:00 pm. This would require one bus that would be used only for those hours in addition to the hourly service?**

A: Yes. Revised EXHIBIT B Campus to Campus Stops is attached and incorporated.

- 4. Q: page 15 please clarify the paragraph "In its proposal.....cost of the provision of the service."**

Section 3-5

In its proposal, the proposer shall set out the price for each proposal and alternatives for operating the fixed route transit system for a term commensurate with the Request for Proposals No. UI 08-26J for transit services. Said price shall account for and be reduced by the funds paid by the University of Idaho or Washington State University for their respective transit service. ~~In its proposal, the proposer shall identify a fare structure to offset the cost of provision of the service.~~ Said proposal shall include any escalators or multipliers to take account of increased cost of fuel.

A: Please delete, non-student fares are established by the University.

- 5. Q: page 20 Section 3-13 Please clarify the sentence: The "fare-box method or any other method--to the University.**

Section 3-13

All riders shall be required to show a valid student, faculty or staff ID card from either the University of Idaho or Washington State University in order to qualify for ridership. Coupons are also sold at both University locations. The "fare-box" method or any other method of securing ridership shall not be acceptable to the University.

A: Cash is not an acceptable alternative to either ID cards or ride coupons. The proposer may provide an option for which cash is collected for empty seats to off-set the expense of the program.

6. Q: page 21 is blank, should it be?

A: The pages numbers in the questions received do not align with the RFP document, page 21 is a part of the terms and conditions including sections 6-17 through 6-21.

7. Q: page 24 Section 6-3 Termination for Convenience-??? What constitutes convenience? How is that compatible with a contract? How does WSU fit into this? Same with Page 25 Section 6-14.

6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

A: This is a standard University term. If there are objections or exclusions to any terms, these objections should be listed per Section 2-2 P.

8. Q: I have a lot of questions on the service schedule. This current proposal #08-26J appears to be the same as the one given out in 98-06. Regarding the alternative service schedule for City of Moscow. Isn't this a duplication of what Valley Transit is already supplying? Note, Valley Transit wasn't in existence in the 98-06 time frame. If this proposal is intended to be for the current service unless there are some changes that UI and WSU have decided to change, I'm not sure this all "matches".

A: Delete Sections 3-5C Alternate Service Schedule for City of Moscow and Attachment B.

9. Q: In Exhibit B Basic Campus to Campus Stops does not show Kibbie Dome Parking lot which is a big park and ride location. Time becomes an element here we have been "kicked out of the Palouse Empire Mall nearly two years ago as management did not want it to become a park and ride. #7 should be French AD instead of Johnson Hall. #8 Should be Stadium Way and Orchard if you are keeping with the current stops.

A: Please see attached and incorporated Revised EXHIBIT B.

10. Q: Section 3-7

3-7 DRIVER RESPONSIBILITIES:

A. Verifying riders possess a valid ID card

A: Add "or collect a valid ride coupon."

11. Project Manager as referred to in the RFP is UI Parking and Transportation Services, (208) 885-6424, parking@uidaho.edu

12. Q: Section 3-12 is deleted in its entirety and replaced with:**3-12 PRICING**

The Proposal Price Schedule, Attachment A and B shall be completed, and all the costs necessary to perform the services described herein must be identified. The price evaluation will be based on the prices provided in the Proposal Price Schedule.

Prices shall remain firm for the initial term of the Contract. Thereafter, the Contractor shall have a one-time option each two year renewal to request a price adjustment for the next Contract term, subject to a mutually negotiated amount, providing the Contractor supplies adequate documentation. The University reserves the sole option to accept or reject such requests. Requests for such adjustments are to be made in writing at least sixty days prior to the last day of the current term of the Contract. Approval to adjust the price(s) must be granted by the University in writing before they will become effective. The Contractor agrees to reduce the Contract price at any time during the life of this Contract if the prices paid by the contract significantly decline.

The University, in recognition of the difficulty of estimating and anticipating the cost of fuel over the term of this Contract, will include an “escalator clause” to allow fuel cost adjustments during the term of this Contract.

All proposers will be required to specify in their response the fixed price of gasoline per gallon used in determining the total proposal price. A relationship will be established between the price submitted by the proposer, and the price published in the Oil Price Information Service (OPIS) Pad 5 report for Spokane, WA. (OPIS prices do not include tax). This relationship will remain constant throughout the term of the Contract. Prices may fluctuate above and below the fixed price by ~~three~~ eight cents per gallon before adjustments will be made the University. Price fluctuations outside of that range will constitute acceptable adjustments, provided that the Contractor provides such documentation as is required by the University. All cost increases of greater than ~~three~~ eight cents per gallon will be reimbursed to the Contractor by the University. All cost decreases of greater than ~~three~~ eight cents per gallon will be credited to the University by the Contractor.

For example, if the published price in OPIS for Spokane, WA is 60 cents per gallon, and the proposer established the fixed price per gallon at \$1.25 per gallon, then the relationship is OPIS plus 65 cents per gallon equals the fixed price per gallon. That means that whenever the Contractor purchases gasoline above ~~68~~ 73 cents per gallon over the published price in OPIS, the University will reimburse the Contractor 100% of the increased amount. Whenever the Contractor purchases gasoline below ~~62~~ 57 cents per gallon over the published price in OPIS, the University will be credited by the Contractor 100% of the amount.

The Contractor agrees to submit such documentations of fuel costs as the University may require, including copies of receipts, charge slips, fuel supplier names and addresses, vehicular mileage figures and other such data, which may substantiate the cost, and use of fuel for the service. The University will not be obligated to make any fuel cost adjustments absent of such documentation. The Contractor agrees that it will, to the maximum extent possible, obtain fuel at the lowest price available to the Contractor, and agrees that the University may require certification by the Contractor of its fuel cost and use.

Section 3-5 is deleted in its entirety and replaced by the following:**3-5 SERVICE SCHEDULES**

The University will designate a “Basic Service Schedule” as well as several “Alternate Service Schedules”. All proposers are required to provide a proposal for the “Basic Service Schedule” and “Alternate Service Schedules”.

- A. Basic Service Schedule shall be Campus to Campus only Monday through Friday. Hours will be 6:30 a.m. to 7:00 p.m., with one hour headway. This service will start on the first day of Registration Week, for whichever of the two Universities schedule is earliest, and will end on the last day of Finals Week, for whichever of the two Universities schedules is latest. No service will be required during official University vacations or summer sessions.
- B. Alternate Service Schedules for the University of Idaho and Washington State University:
 - 1. Basic Service Schedule plus the hours of 7:00-9:00 a.m. and 4:00-6:00 p.m., which would be thirty minute headway.
 - 2. Campus to Campus only, continuous thirty minute frequency, Monday through Friday, from 9:00 a.m. to 4:00 p.m.
 - 3. Saturday/Evening Service, Campus to Campus, sixty minute frequency from 10:00 a.m. to 4:00 p.m. and 7:00-9:00 p.m. No Sunday service will be required.
 - 4. Summer Service: Basic Service operation from the last day of spring semester Finals Week, for whichever of the two Universities schedules is latest, through the first day of fall semester Registration Week, for whichever of the two Universities schedule is earliest,
 - 5. Special Events. The University may require service for special events on an irregular basis. Proposers should provide an hourly rate for such service, as well as define any notification requirements on Attachment B, Proposal Price Sheet.

~~C. Alternate Service Schedule for City of Moscow:~~

~~The City of Moscow proposes to institute fixed route transit (bus) service at locations throughout the City. The City of Moscow does not desire to establish, operate or maintain its own transit system. The general location of the fixed route stops are shown in Exhibit A. The City of Moscow retains the right to change the location of any or all of these fixed stop points during the term of the service.~~

- ~~1. This transit service shall operate from the hours of 7:00 a.m. through 7:00 p.m. servicing each stop every two hours, Monday through Friday, twelve months per year (see attachment C, City of Moscow Proposal Price Sheet).~~

ATTACHMENT 2

2. ~~Proposer shall propose an alternate to provide service on Saturdays from 9:00 a.m. through 7:00 p.m., servicing each stop every two hours.~~
3. ~~Proposer shall propose an alternative to provide hourly bus service at the fixed route locations for both the Monday through Friday and the Saturday proposals.~~
4. ~~Proposer shall also provide a price for additional fixed route stops.~~

EXHIBIT B is deleted in its entirety and replaced by:

EXHIBIT B

Basic Campus to Campus Stops

- ADD: UI-Kibbie Dome Parking lot
1. UI-Wallace Complex- 6th Street.
 2. UI-Forestry Building Line Street- 6th Street
 3. UI-University of Idaho Sub- Deakin St.
 4. UI-6th and Jackson
 5. UI-Line Street – 6Th Power Plant
 6. ~~UI Palouse Empire Mall Highway 8~~
 7. WSU-Stadium / Orchard
 8. ~~WSU Stadium Way – Valley Road~~
 9. ~~WSU Stadium Way – Valley Road~~
 10. ~~WSU Grand Ave – Dissmores~~
 11. ~~WSU Pullman City Hall – Paradise Street~~
 12. WSU-McCoy Hall – Vet Building
 13. WSU-French Admin Grimes Way

Twice Daily Stops

1. Highway 8 and Styner Ave.
2. Eastside Marketplace- Blaine St.
3. 6th Street & Blaine Street
4. “D” Street and Mt. View Road
5. “D” Street and Hayes Street
6. East City Park- Hayes St.
7. 1912 Building
8. 6th Street and Jackson Street
9. Railroad Street

City of Moscow Stops (in addition to above)

1. ~~Lauder Street & Highway 95~~
2. ~~Joseph Street and Hathaway Street~~
3. ~~Eisenhower Street and “F” Street~~
4. ~~3rd Street and Jackson~~
5. ~~Highway 8 and Line Street~~

REVISED ATTACHMENT A

UNIVERSITY OF IDAHO & WASHINGTON STATE UNIVERISTY

PROPOSAL PRICE SHEET

All costs will be based on a weekly accounting of service schedules provided within a calendar week. If any calendar week includes a portion of different types of service schedules, then the Contractor shall prorate each portion of the week and bill the University accordingly.

The fixed price of gasoline per gallon used in determining the total proposal price: _____

The price published in the Oil Price Information Service (OPIS) Pad 5 report for Spokane, WA.: _____

The relationship between the price submitted by the proposer, and the price published in the Oil Price Information Service (OPIS) Pad 5 report for Spokane, WA.: _____

SERVICE ALTERNATES	Cost per Calendar Week
Section 3-5:	
A Basic Service	_____
B-1 Basic Service Plus	_____
B-2 Campus to Campus	_____
B-3 Saturday/Evening Service	_____
B-4 Summer Service	
B-4 Special Events (per hour)	_____

NOTE: All other costs must be identified on this attachment. The University will not be obligated to pay any additional charges unless included here. Costs should be identified as one-time costs or continuing costs.

Service	Cost
_____	_____
_____	_____
_____	_____

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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

3. Acquisition of Personal Property and Services

a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars (\$500,000) require prior Board approval.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

UNIVERSITY OF IDAHO

SUBJECT

Contract For Health and Welfare Benefits Consulting Services

REFERENCE

April 2005

Board approved contract with Aon Consulting Inc., for benefits consulting

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a.

BACKGROUND

This service has been provided to the University of Idaho by Aon Consulting, Inc. A contract for consulting services was signed August 12, 2005 with consulting fees payable as commissions from contracts with benefit insurance program providers. The University of Idaho terminated this contract effective April 30, 2008. A request for proposals was released on October 1, 2007 with proposals due October 25, 2007 to eight firms. A selection committee reviewed, evaluated and determined that Buck Consultants, LLC (Buck) provided the best value for the University of Idaho.

Buck will replace our existing consultant for these services.

DISCUSSION

Buck provides consulting services in strategic benefit planning, plan design, plan management, communications and actuarial services. Specific duties in carrying out these activities include such things as:

- routine assistance with technical and compliance issues
- assistance with vendor management
- research in industry best practices and benchmarking
- research and advise on legal, tax, compliance and technical areas related to University of Idaho's health and welfare benefits plan, leave policies, paid time off and other areas related to employee benefits.
- Actuarial attestation for Medicare Part D
- Actuarial attestation for IBNR, surplus reserves, and actuarial equivalent rates in accordance with the Idaho Department of Insurance guidelines
- Financial documents related to Trust activities
- Cost analysis of detailed benefit plan design features
- Enrollment communications planning
- Review and update of COBRA and retiree rates

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

IMPACT

The University will be invoiced separately by Buck for the services provided payable from funds designated for the benefits program. The University anticipates that fees for services for health and welfare consulting under this agreement for FY09 will total approximately \$250,000.00.

The initial term of this agreement is 2½ years to allow adjustment to coincide with the calendar year schedule of the University's benefits program. Three additional, one year renewal options are provided with a 5% escalation limit.

ATTACHMENTS

Attachment 1 - Cover letter and Agreement	Page 3
Attachment 2 - Request for Proposal	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

The agreement with Aon Consulting provided for commissions of \$328,358 in FY 2006. This agreement is substantially less and adds a vision component not in the current contract.

Staff recommends approval.

BOARD ACTION

A motion to approve the agreement between the University of Idaho and Buck Consultants, LLC, in substantial conformance to the form submitted to the Board in Attachment 2 and inclusive of the 1) University of Idaho Request for Proposals Number 08-16J; 2) Buck Consultants, LLC's response dated October 24, 2007; and 3) University of Idaho General Terms and Conditions.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

March 26, 2008

Mark Orzechowski
Buck Consultants, LLC
One North Dearborn, Suite 1400
Chicago, IL 60602

Dear Mr. Orzechowski,

Enclosed are two original Agreements in accordance with the University of Idaho's Request for Proposals Number 08-16J for Health and Welfare Consulting Services. After the documents are signed by an authorized representative of your company, please return one set of the originals to the following address:

University of Idaho
Purchasing Services
Attn.: Christopher P. Johnson
PO Box 441202
645 West Pullman Road
Moscow, Idaho 83844-1202

If you have any questions, please call me at (208) 885-6126 or e-mail cjohnson@uidaho.edu.

Thank you for doing business with the University of Idaho.

Sincerely,

Christopher P. Johnson, C.P.M.
Director, Contracts and Purchasing Services

Attachment
cc: Laura Bryniarski

**UNIVERSITY OF IDAHO
AGREEMENT NUMBER UI-641**

The University of Idaho (hereinafter called the University) hereby awards to Buck Consultants, LLC (hereinafter called the Contractor) Agreement number UI-641 to furnish health and welfare consulting services to the University, as specified in University of Idaho Request for Proposals Number 08-16J, in accordance with the terms and conditions of the Request for Proposals.

This Agreement is supplemented by a) University of Idaho Request for Proposals Number 08-16J; b) Buck Consultants, LLC's response dated October 24, 2007; and c) University of Idaho General Terms and Conditions, which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) University of Idaho Agreement Number UI-641; 2) University of Idaho Request for Proposals Number 08-16J; 3) Buck Consultants, LLC's response dated October 24, 2007; and 4) University of Idaho General Terms and Conditions.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either in-person, delivery service, certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	University of Idaho Purchasing Services PO Box 441202 645 West Pullman Road Moscow, Idaho 83844-1202 Attn.: Christopher P. Johnson Phone: (208) 885-6126 Fax: (208) 885-6060
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the Contractor:	Buck Consultants, LLC One North Dearborn, Suite 1400 Chicago, IL 60602 Attn: Mark Orzechowski Phone : (312) 846-36106 Fax: (312) 846-3202
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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.

1.2 SEVERABILITY

The terms and conditions of this Agreement are declared severable if any term or condition of this Agreement or the application thereof to any person(s) or circumstance(s) is held invalid. Such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

1.3 BID PRICE

The bid price shall include everything necessary for the prosecution and completion of this Agreement, including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as otherwise provided in this Agreement. Prices quoted on the Bid Form shall include all freight and/or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly.

1.4 TERM OF AGREEMENT

The initial term of this agreement shall be two and one half (2 1/2) years, commencing upon the date of execution by the University. The term of this agreement may, if mutually agreed, be extended by three- (1) year increments for a total of three (3) additional years, provided the Contractor receives written notice of each extension at least thirty (30) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1.5 CONTINUATION DURING DISPUTES

The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

1.6 INVOICES

All invoices must contain the name of the University department, purchase order number, itemization of materials and services, and correct Agreement pricing. A packing slip referencing current pricing must accompany each order.

Invoices for payment must be submitted by the Contractor to:

University of Idaho
Accounts Payable
PO Box 444244
Moscow, ID 83844-4244

Operational contact, information and questions should be directed to:

University of Idaho
Benefit Services
PO Box 444332
Moscow, ID 83844-4332

1.7 SHIPPING CHARGES

Requests for additional compensation for freight or delivery charges will be rejected by the University unless specifically identified on the Bid Form.

1.8 ENTIRE AGREEMENT

This 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 the Contractor.

1.9 TERMS AND CONDITIONS

The following terms and conditions contained within the University of Idaho Request for Proposals Number 08-16J are amended:

Section 7.3.1.2 is deleted and replaced by:

7.3.1.2 Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request to allow for providing certificates, rather than the actual policies. Buck Consultants does not provide copies of insurance policies.

Section 7.3.2.1 is deleted and replaced by:

7.3.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

Section 7.3.2.2 is deleted and replaced by:

7.3.2.2 Commercial Auto Insurance. Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

Section 7.3.2.3 is deleted and replaced by:

7.3.2.3 Business Personal Property. Contractor and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Contractor and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of Institution, its employees, or officers. Waiver of subrogation language shall be included.

2.0 REGENTS' APPROVAL

This Agreement is subject to approval by the Regents of the University of Idaho, and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

The effective date of this contract is July 1, 2008.

For the Regents of the
UNIVERSITY OF IDAHO

BUCK CONSULTANTS, LLC

SIGN _____

SIGN _____

PRINT Christopher Johnson

PRINT _____

TITLE Director, Contracts

TITLE _____

DATE March 26, 2008

DATE _____

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Purchasing Services
645 West Pullman Road, Office Suite 205
P.O. Box 441202
Moscow, Idaho 83843-1202

REQUEST FOR PROPOSALS NO. 08-16J

FOR

Health and Welfare Consulting Services

For Additional Information, Please Contact:
Christopher P. Johnson, C.P.M.: Director
Phone (208) 885-6126
Fax (208) 885-6060
cjohnson@uidaho.edu
www.purchasing.uidaho.edu

Date Issued: October 1, 2007

Proposals Due: October 25, 2007

Pre-proposal Conference: None

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UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 08-16J

PROPOSAL RESPONSE CERTIFICATION

DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Name

Signature

Title

Company

Street Address

City, State, Zip

Telephone Number and Fax Number

Cell Phone Number

E-mail Address

State of Incorporation

Tax ID Number

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE)	_____
Women Owned Business Enterprise (WBE)	_____
Small Business Enterprise (SBE)	_____
Veteran Business Enterprise (VBE)	_____
Disadvantaged Business Enterprise (DBE)	_____

Business Classification Type is used for tracking purposes, not as criteria for award.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 SCOPE OF WORK

The University of Idaho (herein referred to as the University) is soliciting proposals for health and welfare consulting services.

1-2 PROPOSAL SUBMISSION

Proposal must be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals' number, due date and time, Proposer's name and address, and submitted no later than 4:00 p.m., Pacific Time, on October 25, 2007 to University of Idaho Purchasing Services, 645 West Pullman Road, P.O. Box 4441202, Moscow, ID 83844-1202.

A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted.

The proposal must be signed by such individual or individuals who have full authority from the Proposer to enter into a binding Agreement on behalf of the Proposer so that an Agreement may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposals shall serve as the Agreement terms and conditions. In addition, the laws of the State of Idaho shall apply. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the University.

Proposals received after the exact time specified for receipt will not be considered.

1-3 REQUEST FOR PROPOSAL SCHEDULE

October 1, 2007	Request for Proposals issued
October 25, 2007	Proposals Due @ 4:00 p.m.

1-4 INQUIRIES

All inquiries concerning this request shall be submitted in writing and received by the University's office of Purchasing Services no later than 4:00 p.m., Pacific Time, on October 10, 2007, to:

Christopher Johnson, Director
University of Idaho
Purchasing Services
645 West Pullman Road
P.O. Box 4441202
Moscow, ID 83844-1202
Telephone: (208) 885-6126
Fax: (208) 885-6060
E-mail: cjohnson@uidaho.edu

Proposers should consider Purchasing Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Purchasing Services will work with the Proposer and with the various offices of the University to gather that information.

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

1-6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing, and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

1-7 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1-8 ACKNOWLEDGMENT OF ADDENDUMS TO RFP

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification.

1-9 PROPOSAL COPIES

Six (6) complete copies of the proposal shall be submitted to the University.

1-10 OFFER ACCEPTANCE PERIOD

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counter offers.

1-11 REJECTION OF PROPOSALS

The University in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

1-12 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Agreement Documents. Consulting fees may be paid: directly to the selected health & welfare consultant, with all lines of coverage quoted net of commission; may be entirely supported by commissions; or may represent some combination of direct payment and/or commissions. Your proposal should support all of these payment arrangements. If commissions are used, the commission levels will be set with each carrier based on the cost of services within the consultants scope of work. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho State sales/use tax.

The University will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

1-13 TERM OF AGREEMENT

The initial term of this agreement shall be two (2) years, commencing upon the date of execution by the university. The term of this agreement may, if mutually agreed upon in writing, be extended by one (1) year increments for a total of three (3) additional years, provided written notice of each extension is given to the bidder at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1-14 AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

1-15 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this RFP is confidential, proprietary, and constitutes trade secret information as to all technical and financial data, and waives any right of access to such proposals, except as provided for by law. Except as determined by the University's Office of Purchasing Services, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

1-16 RECORD OF PURCHASES

Contractor will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

1-17 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the Manager of Purchasing Services. The appeal must be received by the Director of Purchasing Services within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Director of Purchasing Services to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

2-2 RFP RESPONSE OUTLINE

- A. Response Sheet: The proposal Response Certification (page 4) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.
- B. Background and History: Describe the company, organization, officers or partners, , and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business. Describe the full scope of services provided by your firm. Describe any areas of specialization. Show the number of employees worldwide and in the office(s) that will be supporting this account. Provide your most recent annual report.
- C. References: The Proposer shall provide a minimum of three (3) references for current customers and (2) references of clients whose business you have lost. These should include names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where services similar in scope to the requirements of this RFP have been provided by the proposed service team.
- D. Experience and Support: Describe Proposer's experience in performing the requested services. Please specifically address each of the areas listed in Section 3; specifications. Please confirm that your firm is capable of handling the entire scope of services. Describe how these services will be provided. Include a description of your approach, tools/technology used to deliver the services, and the deliverables to the University.
- E. Staff Qualifications: Describe the account team and other staff resources that will be used to deliver services to the University. Include their roles and responsibilities on the University's consulting team, their office location, and experience delivering similar services to other organizations. Describe service factors that set your team apart from your competitors. Explain how you will assess the performance of the service team and what input you will seek from the University about their performance. Please attach resumes/bios.
- F. Costs: Include itemized costs for all components and features to be delivered. Costs should be identified as one-time or continuing. Purchase prices, lease prices, installation charges, and maintenance charges must be identified. All equipment prices must be stated as FOB: Moscow, ID.
- G. Warranties: Describe warranties provided by the Proposer. Include discussions of any additional support provided after the sale.
- H. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document.

SECTION 3 - TECHNICAL SPECIFICATIONS

Benefits Strategy

- Collaborate on organizational objectives and guiding principals
- Complete a gap analysis of current and desired environment
- Help establish a multi-year benefits strategy based on the University's short- and long-term objectives
- Develop metrics that measure the success of the University's benefits program

Client Service

- Educate the University on market and industry trends that may impact the administration, design and management of its benefits program
- Meet periodically with HR, benefit and other committees to review administrative, program and vendor issues

Vendor Management

- Complete vendor renewal analysis and negotiations
- Conduct marketing and vendor selection services, as needed
- Provide implementation support for annual plan design and vendor changes
- Monitor vendor performance and servicing levels, make recommendations for improvement as needed
- Strength and solvency of vendors
- Complete contract(s) review

Program and Plan Design Review

- Analyze program and plan design competitiveness and prevalence

Plan Compliance

- Monitor federal and state regulations
- Educate the University on how it impacts the administration, design and funding of its benefit program
- Recommend compliance strategies for adhering to pending/new regulations
- Help the University implement regulatory changes to ensure compliance (as needed)

Health Management

- Recommend health, wellness, disease and care management programs appropriate for the University's population
- Design and implement health risk reduction programs
- Design incentive/reward strategies to encourage participation in University-sponsored or community-based programs
- Evaluate available health, education and decision support tools, and make recommendations as appropriate

Claims and Utilization Review

- Analyze claims and utilization cost drivers
- Analyze plan design effectiveness

Cost Projections and Risk Analysis

- Prepare expected budget and funding rates
- Develop employee contributions rates and recommend cost sharing strategies
- Provide annual IBNR calculations for appropriate programs
- Analyze underwriting, funding and risk strategies, and recommend alternatives as appropriate
- Provide retiree health care/GASB cost and liability projections

Management Reporting

- Provide monthly, quarterly and annual reporting on all benefit programs
- Comment on enrollment, claim and utilization trends

Employee Communication Support

- Develop a communication approach reflecting the University's benefits and HR strategies
- Provide Annual enrollment planning and support

Special Projects (as needed)

SECTION 4 - PROCUREMENT PROCESS**4-1 PROPOSER LIST AND QUALIFICATION EVALUATION**

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual offerers, if required, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found potentially acceptable. Offerers whose proposals are unacceptable will be notified promptly. The Manager of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

4-3 PROPOSER INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

SECTION 5 - EVALUATION PROCESS

The University reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the University determines would best meet its requirements and needs.

5-1 EVALUATION CRITERIA

The evaluation criteria are listed below:

1. Qualifications and Breadth of Services
2. Experience
3. Technical and Managerial Strength
4. Strengths specific to University of Idaho specific focus and needs
5. Price
6. References

Not necessarily listed in order of importance.

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS**6-1 AGREEMENT TERMS AND CONDITIONS**

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consist of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer's response to the RFP.

6-2 ASSIGNMENT

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the written consent of the University. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

6-4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

6-5 APPLICABLE LAW AND FORUM

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

6-6 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

6-7 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-9 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

6-10 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-11 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-12 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

6-13 BINDING EFFECT

This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, and assigns.

6-14 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-15 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

6-16 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

6-17 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

6-18 CONTRACTOR REPRESENTATIONS

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has visited the site of the project and familiarized itself with the local conditions under which this Agreement is to be performed.

6-19 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-20 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-21 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6-22 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-23 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

6-24 WAIVER

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be

deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

6-25 **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 (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

6-26 **NO JOINT VENTURE**

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

6-27 **INFORMATION TRUE AND CORRECT**

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-28 **EQUAL OPPORTUNITY**

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

6-29 **CONFIDENTIALITY**

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

6-30 **UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS**

Contractor will follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

SECTION 7 – INDEMNITY, RISKS OF LOSS, INSURANCE

7-1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss and .

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

7-3 Insurance

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 7.3. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

7.3.1.2 Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request.

7.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

7.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

7.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.

8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

7.3.2 Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

7.3.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

7.3.2.2 Commercial Auto Insurance. Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

7.3.2.3 Business Personal Property. Contractor and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Contractor and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

7.3.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

7.3.2.4 Professional Liability. If professional services are supplied to Institution, Contractor and its subcontractor(s) of any tier, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

**UNIVERSITY OF IDAHO
GENERAL TERMS AND CONDITIONS**

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.
2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University of Idaho Department of Purchasing Services.
3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho Department of Purchasing Services. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
7. REJECTION: All goods, materials, or services purchased herein are subject to approval by the University of Idaho. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the University of Idaho or returned, will be at Contractor's risk and expense.
8. QUALITY STANDARDS: Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the University. No substitutions will be permitted without written authorization of the University of Idaho Department of Purchasing Services.
9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.
10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by the University of Idaho resulting from Contractor's breach of Agreement.
13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or

for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

14. **OSHA REGULATIONS:** Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
15. **TAXES:** The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.
16. **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.
17. **ASSIGNMENTS:** No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of the University of Idaho.
18. **WAIVER:** No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
19. **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 thereof, 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 (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
20. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
21. **PRICE WARRANTY FOR COMMERCIAL ITEMS:** Contractor warrants that prices charged to the University of Idaho are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.
22. **NONDISCRIMINATION:** Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
23. **UNIVERSITY REGULATIONS:** Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.
24. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor*

***If bid is awarded to Contractor**

Page 1 of 2

Give this form to your insurance agent / broker

Agents/ Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.

Certificates without a copy of these instructions will not be accepted.

Contractor and its subcontractors of any tier (“Insured”) are required to carry the types and limits of insurance shown in this Request, and to provide University of Idaho (“Certificate Holder”) with a Certificate of Insurance within seven (7) days of the signing of this Contract.

- Certificate Holder shall read:

State of Idaho and the Regents of the University of Idaho
Attn: Risk Management
P.O. Box 443162
Moscow, ID 83844-3162

- Description area of certificate shall read: Attn: Contract for Services
- All certificates shall provide for thirty (30) days’ written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
- All insurers shall have a Best’s rating of AV or better and be licensed and admitted in Idaho.
- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.
- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured’s obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder’s option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured’s liability under the terms of the grant or contract.
- A copy of this certificate request must be sent with the Certificate.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor*

***If bid is awarded to Contractor**

Page 2 of 2

Required Insurance Coverage. Insured shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella Liability Insurance. Insured shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- Commercial Auto Insurance. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- Business Personal Property and/or Personal Property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
- Workers' Compensation. Where required by law, Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.
- Professional Liability. If professional services are supplied to the Institution, Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact:

Carry Salonen, Risk Specialist, University of Idaho.
PH (208) 885-7177. FAX (208) 885-9490
csalonen@uidaho.edu

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

3. Acquisition of Personal Property and Services

a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars (\$500,000) require prior Board approval.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

UNIVERSITY OF IDAHO

SUBJECT

Site Lease and Acquisition Agreement in Coeur d'Alene

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Policies and Procedures Section V.I.2.d

BACKGROUND

Since 2002 the Board of Regents of the University of Idaho has leased approximately seven acres with an office building along the Spokane River in Coeur d'Alene known as Harbor Center. This property has been used to provide higher education programs in northern Idaho by the University of Idaho as well as LCSC, ISU, and BSU. However, the current arrangement does not provide a long term real estate interest sufficient to justify capital investments in facilities and location-dependent programs. Space is currently fully utilized and thus more space will be needed to facilitate expansion of programs by all of the institutions. UI has been pursuing acquisition of this property for several years, but due to various and changing land use considerations around the North Idaho College (NIC) neighborhood and the differences between land use master planning and actual ownership and control, UI has previously been unable to secure the long term real estate entitlement it needs to more completely serve this part of the State. To resolve this situation, UI is proposing a real estate transaction providing an immediate and long term real estate interest, but also providing the flexibility to utilize other land more proximate to NIC that may become available in the future.

DISCUSSION

The proposed agreement establishes a 99 year site lease for the Harbor Center land and buildings to UI for \$1.3 million. This land is proximate to NIC and downtown Coeur d'Alene. The lease prohibits UI from unilaterally constructing new buildings on this property prior to at least January 1, 2011, but provides UI with rights to make improvements to the Harbor Center Building upon execution of the lease. If the property adjacent to NIC does not become available with the utility and service infrastructure necessary for UI to eventually construct new buildings immediately adjacent to the NIC campus, then UI shall maintain its leasehold rights at Harbor Center with an option for a second 99 year term at no additional cost.

If the property immediately adjoining NIC does become available by January 1, 2011 and utility and service infrastructure are developed as necessary for UI to construct new buildings on a 2.5 acre portion at that location, the City of Coeur d'Alene shall convey the fee interest to that parcel to the Board of Regents at no additional cost. The parcel must be conveyed with sufficient site infrastructure to

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

ensure UI's new buildings may be constructed at or below the cost for constructing similar buildings at the Harbor Center site.

With conveyance of the 2.5 acre parcel immediately adjoining NIC, the existing 99 year ground lease for the Harbor Center building and grounds shall terminate on the date of conveyance of the fee interest in the mill site property to UI, and be replaced with a facility lease for the existing Harbor Center Building and parking areas at no additional cost. This facility lease shall terminate on June 30, 2107.

The acquisition of the Harbor Center property will allow UI to continue to provide space for UI programs as well as those offered by other state institutions. The adjacency of this land and facility to North Idaho College is a major advantage since it provides the ability to leverage the existing extensive facilities of NIC and to develop collaborative joint programs with NIC faculty and staff. The collaboration of the co-located institutions increases local access to students at all levels of higher education. The University has analyzed the proposed site against other potential locations in Kootenai County, including Post Falls, and has concluded that this site near NIC is best based on academic and cost considerations (see Attachment 2).

IMPACT

The submitted site lease and acquisition agreement establishes a rent/purchase price of \$1.3 million to secure any of the options described above. The University has commissioned an appraisal of the Harbor Center site and the mill site to ensure the proposed lease/acquisition price does not exceed fair market value. Initially operating costs caused by the transaction will reflect a continuation of existing programs until such time as program and facility expansions are approved and implemented.

ATTACHMENTS

Attachment 1–Proposed Lease and Acquisition Agreement
Attachment 2–Matrix of Location Comparisons

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Page 25

STAFF COMMENTS AND RECOMMENDATIONS

For \$1.3 million, the University secures a 99 year lease to the Harbor Center Building. Additionally for that \$1.3 million, the University secures either 1) a 99 year ground lease for a total of over seven acres of surrounding land (with a no-cost option to extend this lease for a second 99 year term) or 2) in addition to the 99 year Harbor Center Building and parking area lease, the University secures a fee interest in 2.5 acres of land next to NIC.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

At agenda preparation time, the University advised board staff that the appraisal came in at \$1,960,000 and the appraisal document will be available for Board review at the June Board meeting.

Staff recommends approval.

BOARD ACTION

A motion to approve the site lease and acquisition agreement between the Board of Regents and the City of Coeur d'Alene and to authorize the University of Idaho's Vice President for Finance and Administration to execute the necessary documents in substantial conformance to the form submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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SITE LEASE AND ACQUISITION AGREEMENT

THIS SITE LEASE (“**Lease**”) is made as of the ____ day of _____, 2008, between **City of Coeur d’Alene**, a municipal corporation (“**Landlord**”), and **The Board of Regents of the University of Idaho**, a body politic and corporate organized and existing under the laws and constitution of the State of Idaho (“**Tenant**”).

1. Leased Premises.

That certain property together with all buildings and improvements thereon located in the City of Coeur d’Alene, County of Kootenai, State of Idaho as shown on the diagram attached as **Exhibit “A”** (“**Leased Premises**”).

2. Term.

Landlord leases and Tenant rents the Leased Premises for a term of 99 years commencing on July 1, 2008 and terminating on June 30, 2107 (“**Term**”).

3. Rent.

3.1 Rent for Term of Lease shall be one million three hundred thousand dollars (\$1,300,000.00) and shall be paid to Landlord no later than September 30, 2008.

3.2 Rent payment shall be mailed to Landlord at the address provided in Article 11 (Notices) or as otherwise instructed by Landlord.

3.3 In addition to Rent, Tenant shall provide the following consideration to the Landlord:

- 1) Subject to Section 3.4, Tenant at Landlord’s request shall provide Landlord (without rent or utility charges) a separate sublease for continued use of the Landlord’s existing wastewater treatment lab

facility (as shown on the diagram attached as **Exhibit “B”**) for the term of this Lease. However, Landlord is responsible for paying and arranging janitorial and communication services utilized by this lab.

- 2) Tenant shall permit use of the Centennial Trail through Leased Premises by allowing public access, which shall be managed and maintained by Landlord, and public use of the seawall and boardwalk in a manner that is not disruptive to Tenant’s operations on Leased Premises.

3.4 For those portions of the Leased Premises that will be provided to Landlord pursuant to Sections 3.3(1 and 2); Sections 6.1, 9.3, and Articles 10 through 21 of this Lease shall apply; provided that, for application to this Section 3.4, the term “Landlord” in those sections shall mean Tenant, the term “Tenant” shall mean Landlord and the term “Leased Premises” shall mean the Wastewater treatment lab facility and the Centennial Trail.

4. Landlord’s Title.

4.1 Landlord covenants that Landlord has lawful title to the Leased Premises, including adequate vehicular access from Leased Premises to a developed public right of way. Landlord further covenants that Landlord has full right and authority to execute this Lease and grant Tenant all rights and privileges under this Lease, and that Tenant shall have quiet and peaceful possession and enjoyment of the Leased Premises.

4.2 Landlord hereby discloses that Landlord owns and operates a wastewater treatment facility adjacent to the Leased Premises, which facility is known to emit unpleasant odors. Provided that emissions from the facility comply with all applicable laws, rules and regulations, such emissions shall not constitute a breach of Tenant’s quiet enjoyment of the

Leased Premises under this Lease. Tenant shall not object to the continued operation of the adjacent wastewater treatment facility so long as Landlord manages that facility in accordance with industry standards used to reasonably minimize odor and disruption of adjoining properties.

5. Further Agreements.

5.1 Property Encumbrances. Landlord represents to Tenant that title to the Leased Premises is free and clear of all encumbrances, easements, assessments, restrictions, tenancies and other exceptions to title except the leases and encumbrances listed on the attached **Exhibit “C” (“Existing Leases and Encumbrances”)**. Landlord hereby covenants to advise Tenant of and give Tenant copies of all Existing Leases and Encumbrances of which Landlord has knowledge and of which Tenant is not a party. Landlord and Tenant hereby acknowledge that Leased Premises has been occupied by Tenant under the terms of a prior Master Lease and amendment since May 2002. As provided and permitted by that prior Master Lease and amendment, Tenant has subleased a portion of the Leased Premises and rent payable under those subleases shall continue to be payable to Tenant during the term of this Lease.

5.2 New Construction and Remodeling. Tenant is hereby authorized to construct, alter and expand new buildings on Leased Premises so long as each new building’s use is consistent with the restrictions described in Section 9.2 of this Lease. However, Tenant shall not construct new buildings on Leased Premises prior to January 1, 2011 without written consent of Landlord. Tenant is hereby authorized to remodel or otherwise alter the existing building at any time so long as such remodeling or alterations are reasonably deemed necessary by Tenant to improve the building’s function for those purposes described in Sections 9.1 and 9.2 of this Lease. Remodeling and alterations permitted by this Section shall be at Tenant’s expense and such work shall be performed in a workmanlike manner complying with all applicable rules and regulations.

5.3 Conveyance of Fee Interest of New Parcel. If Landlord (or other cooperating entity) by January 1, 2011 i) possess fee simple title to the parcel depicted in the attached **Exhibit “D” (“New Parcel”)** (subject to Tenant’s satisfaction with an adequate environmental assessment and commitment for title insurance issued by a title company authorized to do business in the State of Idaho) and has the authority to convey fee interest to Tenant, and ii) enters into a legally binding commitment to provide utility and service infrastructure at New Parcel necessary for Tenant to construct new buildings on New Parcel at or below the cost for constructing similar buildings on Leased Premises, then City (or other cooperating entity) shall convey New Parcel to Tenant. In the event of conveyance of fee interest of New Parcel to Tenant as provided herein, this Lease shall terminate on the date of conveyance of New Parcel to Tenant, and shall be replaced with a facility lease of the Harbor Center Building and existing developed parking areas for no additional rent and this facility lease shall terminate on June 30, 2107, and shall be subject to Sections 3.3 (1), 3.4, Article 4 and all terms of this Lease subsequent to this Article 5.

5.4 Failure to Convey Fee Interest of New Parcel. If Landlord (or other cooperating entity) does not by January 1, 2011, i) possess fee simple title to New Parcel (subject to Tenant’s satisfaction with an adequate environmental assessment and commitment for title insurance issued by a title company authorized to do business in the State of Idaho) and has the authority to convey fee interest to Tenant, and ii) enter into a legally binding commitment to provide utility and service infrastructure at New Parcel necessary for Tenant to construct new buildings on New Parcel at or below the cost for constructing similar buildings on Leased Premises, then this Lease shall continue as provided herein and Tenant shall additionally be entitled to an option to extend this Lease for a second Term that shall expire on June 30, 2206,

with no consideration, compensation, charges or other payment beyond Rent already paid in Section 3.1 of this Lease.

6. Maintenance, Repair, Casualty and Reversion of Building Improvements.

6.1 Maintenance and Repair. Subject to the covenants and representations of Landlord herein, Tenant accepts the Leased Premises in “as is” condition. Except as otherwise provided in Section 6.2, Tenant shall, at Tenant’s sole discretion, cost and expense, maintain, repair and replace as necessary all structures, equipment, systems and improvements on the Leased Premises and maintain, repair and replace, as deemed necessary by Tenant, all above and below ground utilities serving Leased Premises and the extension from the Leased Premises to such utility’s connection at the main line. Tenant shall repair and maintain the seawall boardwalk within the Leased Premises (which includes the decking, joists, and guardrails) along the seawall to a usable, safe, and attractive condition for pedestrian access. Landlord shall repair and maintain the seawall structure (which includes the piles, cabling and anchoring system). Landlord shall repair and maintain the covering of the seawall only to the extent needed to protect the seawall structure and Tenant may maintain, repair and replace the covering for cosmetic purposes so long as those cosmetic alterations are approved in writing by Landlord based on Landlord’s determination that such proposed alterations will not compromise the seawall structure. Landlord shall have no maintenance, repair or replacement responsibilities towards the Leased Premises, or any part thereof, except as explicitly provided above and in Section 3.4.

6.2 Damage or Destruction. In the event of material damage to or destruction of the improvements to the Leased Premises by fire or other casualty, Tenant may (at Tenant’s sole discretion, cost and expense) repair, restore or rebuild the improvements to the Leased Premises so that upon completion of the repairs, restoration or construction, Tenant may again utilize the Leased

Premises in furtherance of Tenant's use, as described in Section 9.2. If the Tenant chooses not to repair the material damage or destroyed premises, and the Leased Premises are, in the sole opinion of the Tenant, no longer viable for the Tenant's intended use, the Tenant may terminate this lease upon written notification to the Landlord, and Tenant shall have no further obligations under this Lease except to restore the property to a safe and reasonably clean condition prior to termination. During the period of damage, destruction, repair, restoration or rebuilding, this Lease remains in effect and rent does not abate.

6.3 Reversion. At the end of any lease term provided by this Lease in which Landlord takes possession of Leased Premises from Tenant, Leased Premises shall be returned to Landlord in a clean and safe condition, and Landlord hereby acknowledges and accepts that any buildings may be functionally obsolete at the end of any term provided by this Lease. Tenant shall remove all personal property and fixtures that can be removed without unreasonable damage to the real property remaining. Upon reversion, Landlord shall take possession of all improvements to the real property (including but not limited to improvements made at the sole expense of Tenant during the Term of this Lease and as provided by this Lease) without compensation to Tenant.

7. Utility Charges.

Tenant agrees to pay all charges for electricity, gas, heat, water, telephone and other utility services used on the Leased Premises during the term of this Lease.

8. Indemnification and Insurance.

8.1 Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Landlord agrees to indemnify and hold harmless Tenant and its agents and assigns, from and against any and all claims, losses, damages, injuries,

liabilities, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Landlord's possession, operations or performance under this Agreement and which are caused by the negligence of the Landlord. Landlord shall promptly notify the University of Idaho, Office of Risk Management, PO Box 443162, Moscow, Idaho 83844-3162 of any such claims of which it has knowledge and shall cooperate fully with Tenant or its representatives in the defense of the same. This indemnification does not apply to the extent that such claims, damages, costs, liabilities, and expenses are the result of negligent acts, errors, omissions or fault on the part of the Tenant, its agents or assigns.

8.2 Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Tenant agrees to indemnify and hold harmless Landlord, their agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Tenant's possession, operations or performance under this Agreement and which are caused by the negligence of the Tenant. The Tenant shall promptly notify Landlord of any such claims of which it has knowledge and shall cooperate fully with Landlord or its representatives in the defense of the same. This indemnification does not apply when such claims, damages, costs, liabilities, and expenses are the result of negligent acts, errors, omissions or fault on the part of Landlord, its agents or assigns.

8.3 Landlord shall obtain and maintain such comprehensive public liability and property damage insurance or self-insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of

property, which may arise from its operations under this Agreement, whether such operations be by it or its agents or anyone directly or indirectly employed by Landlord. Landlord's liability coverage is provided through a self-funded liability program administered by the City of Coeur d'Alene. Limits of liability are five hundred thousand dollars (\$500,000) combined single limits.

8.4 Tenant shall obtain and maintain such comprehensive public liability and property damage insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction of loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it or its agents or anyone directly or indirectly employed by Tenant. Tenant's liability coverage is provided through a self-funded liability program administered by the Office of Insurance Management. Limits of liability are five hundred thousand dollars (\$500,000) combined single limits. Tenant shall be solely responsible for fire and casualty insurance coverage for all structures on Leased Premises and for Tenant's personal property located on Leased Premises.

8.5 All insurance required under this section shall be maintained in full force and effect at each party's expense until this Agreement terminates. Certificates of insurance and/or evidence of financial responsibility will be provided to the other party upon request, and shall name the other party as additionally covered as appropriate.

9. Authorizations and Restrictions.

9.1 Tenant may not assign this Lease without Landlord's written approval, which approval shall not be withheld unreasonably. Tenant may at its sole discretion sublet portions of Leased Premises, so long as such sublease is related to furtherance of Tenant's educational, research or administrative activities, including but not limited to subleasing to other institutions of higher education or other agencies or entities in collaboration with the Tenant and its mission to

provide education, research, and outreach for the benefit of the State of Idaho. All subleases of the Leased Premises executed by Tenant and permitted by this Section shall be subject and subordinate to this Lease and Tenant, not Landlord, shall be responsible for enforcing its terms upon any subtenant.

9.2 During the term of this Lease, Tenant shall use good faith and reasonable efforts to utilize those portions of the Leased Premises occupied by Tenant or its subtenants in furtherance of Tenant's educational, research or administrative activities and Tenant's mission to provide education, research, and outreach for the benefit of the State of Idaho. Tenant's obligation to use the Leased Premises in furtherance of its education, research or administrative activities may be suspended by Tenant during (a) strikes, lockouts or other labor difficulties, fire or other casualty, condemnation, war, riot, insurrection, act of God, the requirements of any local, state or federal law, rule or regulation, or any other reason beyond the reasonable control of Tenant or other occupant of the Leased Premises, or (b) closure due to the restoration, construction, expansion, alteration or remodeling of any building or improvement on the Leased Premises.

9.3 Tenant may install in the Leased Premises such fixtures and equipment as Tenant deems desirable, and all of said items shall remain Tenant's personal property whether or not affixed to the Leased Premises. Tenant may remove Tenant's personal property from the Leased Premises at any time but shall repair any damage caused by such removal.

10. Default.

10.1 Either party shall be deemed to be in default upon the expiration of ninety (90) days from the receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Lease unless that party, prior to the expiration of said ninety (90) days, has rectified the particulars specified in the notice. However, such party shall

not be in default if such failure (except the failure to pay money) cannot be rectified within said ninety (90) day period and such party is using good faith and his best efforts to rectify the particulars.

10.2 If the defaulting party is Tenant, Landlord may decree the term ended and enter the Leased Premises. Landlord shall have the right to collect any rent which may thereafter become payable under any sublease.

10.3 The failure of a party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

10.4 In addition to the remedies set forth in this Lease, Landlord and Tenant shall have all other remedies provided by law to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative.

11. Notices.

11.1 Any notice provided for herein shall be given by Registered or Certified United States Mail, postage prepaid, addressed, if to Landlord, to Landlord at City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, Idaho 83816-3964, and, if to Tenant, to Tenant at University of Idaho, Moscow, Idaho 83844-3168, Attention: Vice President for Finance and Administration. The person and the place to which notices are to be mailed may be changed by either party by notice to the other.

11.2 Each party agrees that a copy of all notices which may be given hereunder shall also be given by certified mail to such other persons and at such places as either party may designate in writing.

12. Attorneys' Fees.

If either party to this Lease is required to initiate or defend litigation in any way connected with this Lease, the prevailing party in such litigation in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to a reasonable attorneys' fee. If either party to this Lease is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Lease, or obligation of the other party to this Lease, then the party so litigating shall be entitled to reasonable attorneys' fees from the other party to this Lease. Attorneys' fees shall include attorneys' fees on any appeal. In addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

13. Recording of Lease.

Tenant shall be responsible for recording this Lease in Kootenai County.

14. Article Headings.

The article headings of the Lease are inserted only for reference and do not affect the terms and provisions hereof.

15. Rights of Successors.

All of the rights and obligations under this Lease shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

16. Entire Agreement.

This is the entire agreement between the parties. It replaces and supercedes any and all oral agreements between the parties, as well as any prior writings.

17. Governing Law.

This lease will be governed and construed in accordance with the laws of the State of Idaho, and venue for any legal action shall be in Kootenai County.

18. Modification.

This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

19. Severability.

If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable as agreed upon by the Tenant and Landlord.

20. Equal Opportunity.

Each party agrees not to discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. Breach of this covenant may be regarded as a material breach of this Agreement.

21. Non-Use of Names and Trademarks.

No party to this Agreement shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or similar activities or context.

EXECUTED as of the date first above written.

LANDLORD:
City of Coeur d'Alene

TENANT:
The Board of Regents of the University of Idaho

By: _____
Sandi Bloem, Mayor

By: _____
Lloyd E. Mues,
Vice President, Finance & Administration

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2008, before me, _____, a Notary Public in and for said State, personally appeared Sandi Bloem, known to me to be the Mayor of the City of Coeur d'Alene, a municipal corporation, that executed the within instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2008, before me, _____,
a Notary Public in and for said State, personally appeared Lloyd E. Mues known to me to be
Vice President, Finance & Administration of **The Regents of the University of Idaho**, a body
politic and corporate organized and existing under the laws of the State of Idaho, that executed
the within instrument or the person who executed the instrument on behalf of said body politic,
and acknowledged to me that such body politic executed the same.

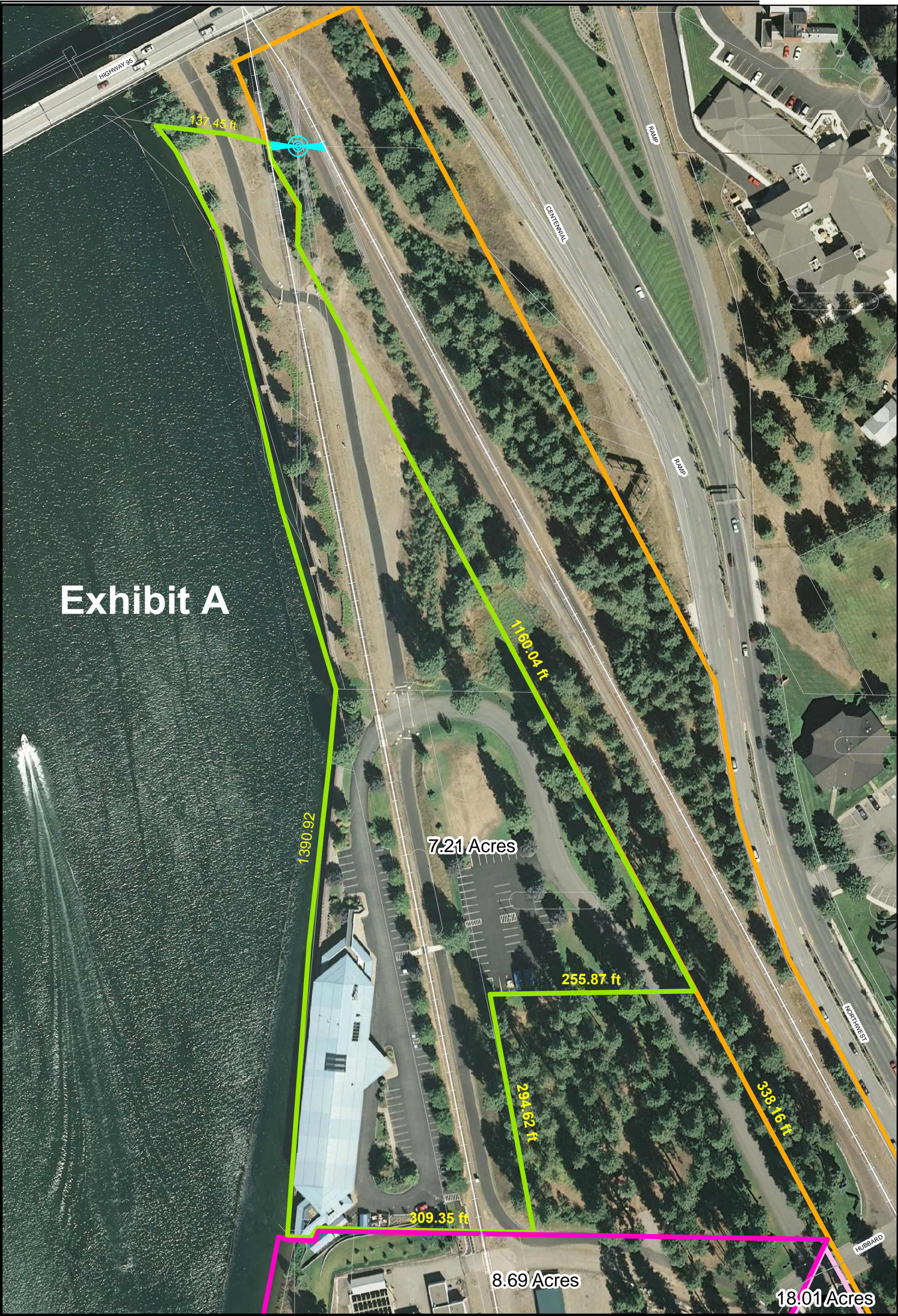
WITNESS MY HAND and official seal hereto affixed the day, month and year in this
certificate first above written.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires _____

List of Exhibits and Schedules:

Exhibit "A" - Site Plan
Exhibit "B" Wastewater Treatment Lab Facility

Exhibit "C"- Existing Leases and Encumbrances
Exhibit "D"- Map of New Parcel

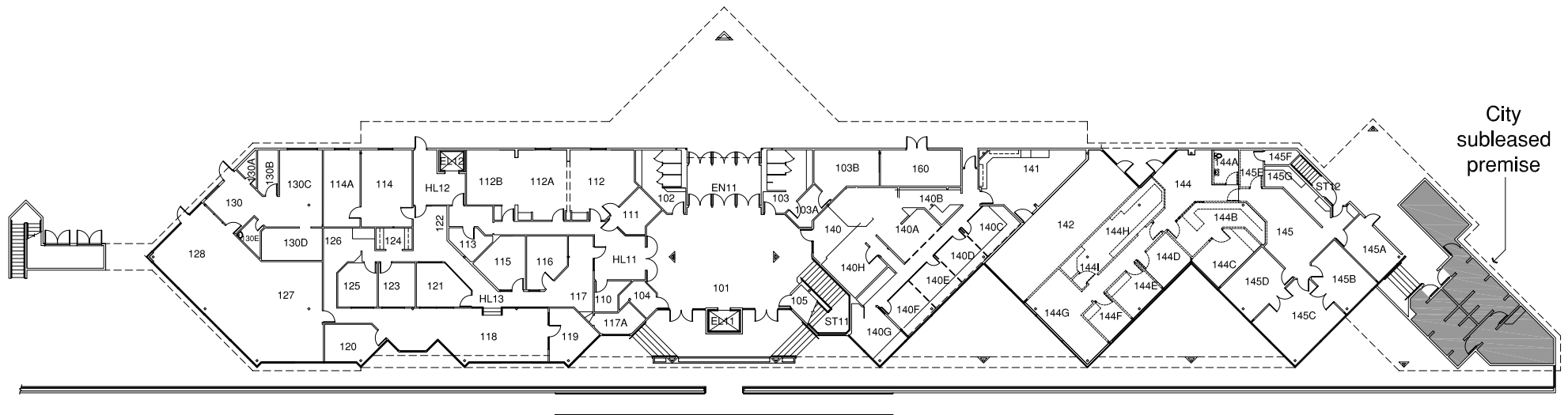


- | | | | |
|-----------------|----------------|----------------|------|
| Leased Premises | Memorial Field | NIC Area | WWTP |
| LCDC | Mill Area | New NIC Parcel | BNSF |

0 90 180 360 540 720 Feet

1 inch equals 107.5 feet

Map by Debbie Frisbie 5/29/08



#662 - Harbor Center, EXHIBIT 'B'

First Floor

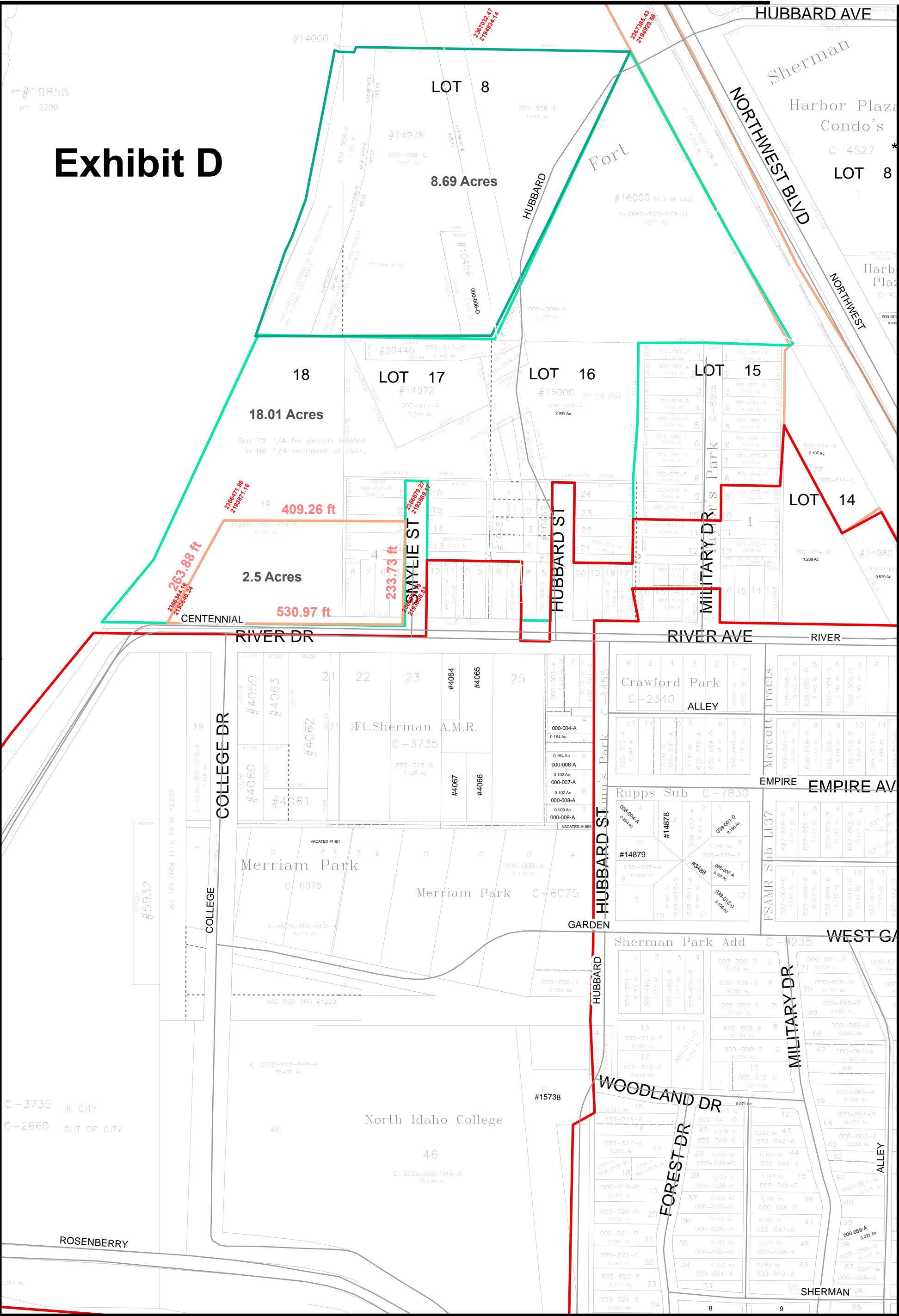
EXHIBIT C

EXISTING LEASES AND ENCUMBRANCES

**THE FOLLOWING ARE THE EXISTING LEASES AND ENCUMBRANCES TO THE
LEASED PREMISES:**

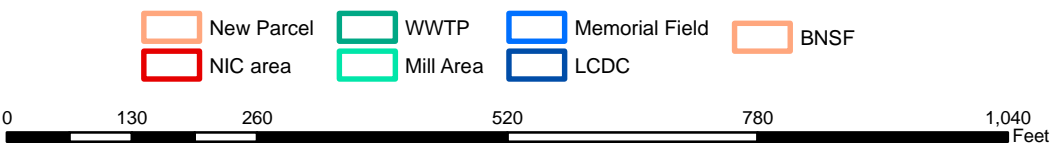
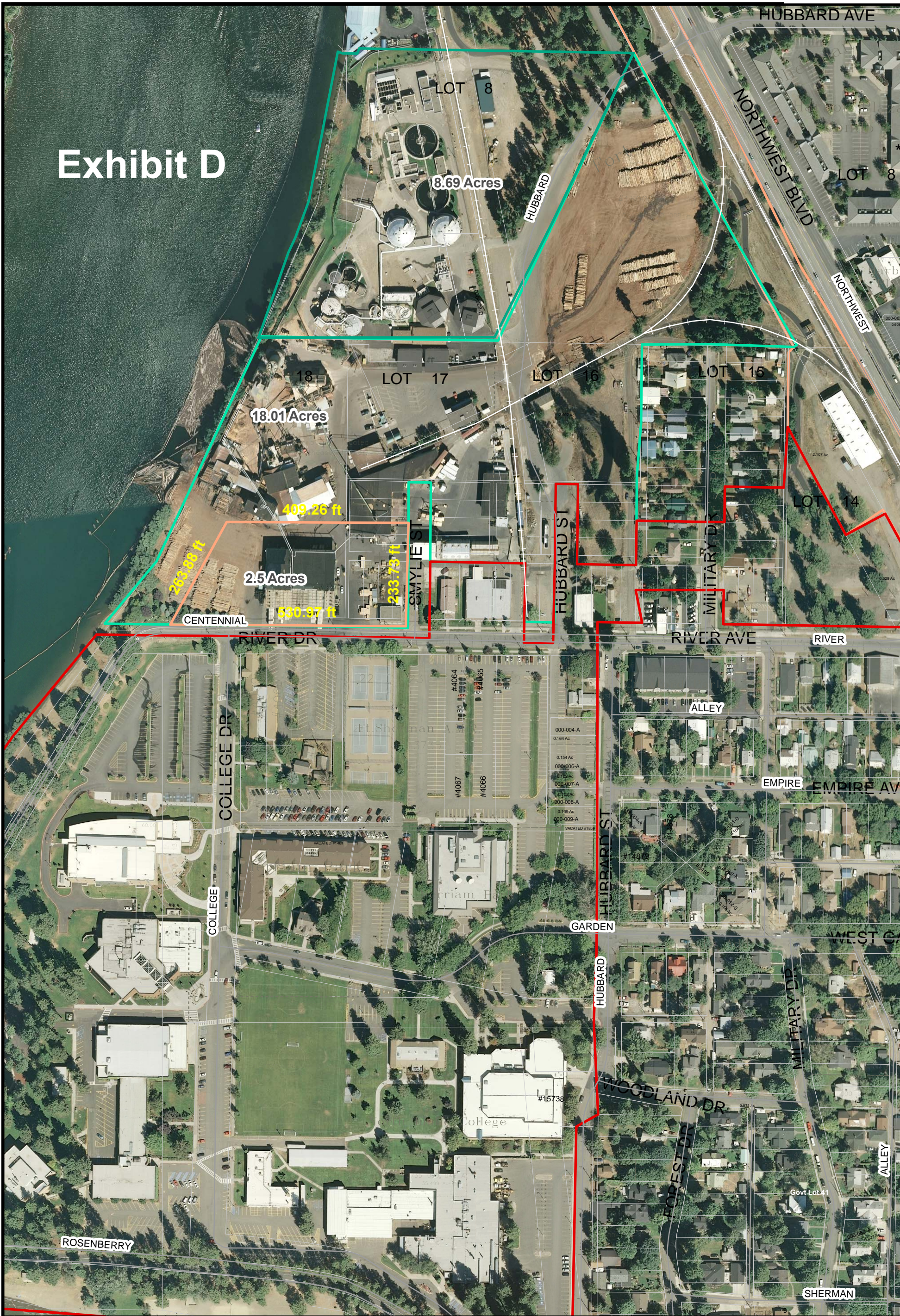
- 1) The Leased Premises are subject to an easement withheld by and for the benefit of the Union Pacific Railroad Company as recorded in Kootenai County on September 15, 1997 as Instrument #1505371.

Exhibit D



- New Parcel
- NIC area
- WWTP
- Mill Area
- Memorial Field
- LCDC
- BNSF

Exhibit D



Map by Debbie Frisbie 4/30/08

Location Comparisons for the University of Idaho in Northern Idaho

		Harbor Center (Coeur d'Alene)		Harbor Center & Mill Site (Coeur d'Alene)		UI Research Park (Post Falls)		Other Sites ¹	
Academic	UI Multiplier	Rating	Total	Rating	Total	Rating	Total	Rating	Total
Proximity to market/students (CDA, PF, Sandpoint, Kellogg, etc.)	3	2	6	2	6	1.5	4.5	1	3
Proximity to businesses and public and private organizations	3	3	9	3	9	2.5	7.5	2	6
Proximity to North Idaho College ²	4	4	16	5	20	1	4	1	4
Accessibility to student services ³	3	3	9	4	12	1	3	1	3
Existing building/infrastructure asset ⁴	4	4	16	4	16	2	8	1	4
Alumni/Donor support	3	3	9	3	9	2	6	1	3
Access to technology and other public infrastructure ⁵	2	3	6	3	6	3	6	1	2
Total			71		78		39		25

		Harbor Center	Harbor & Mill Site	UIRP Post Falls	Other Sites ¹
Costs					
Land		\$1,300,000	\$1,300,000	\$0	\$1,300,000
Cost for 30,000 sq ft building (\$300/sq ft)		\$0	\$0	\$7,500,000 ⁶	\$9,000,000
Cost to add an additional 30,000 sq ft building (\$300/sq ft)		\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000
Site preparation (\$80,000/acre)		\$0	\$0	\$400,000	\$400,000
Parking		\$100,000	\$200,000	\$100,000	\$200,000
Total Cost		\$10,400,000	\$10,500,000	\$17,000,000	\$19,900,000

¹Unspecified 10 acre site within 10 miles of NIC (Rathdrum, Post Falls, Coeur d'Alene). Market value projected to be \$3/sq ft.

It is anticipated that additional acreage will be needed to replicate the facilities and infrastructure available at the other specified sites

²NIC faculty, students, academic programs and facilities including classrooms and laboratories

³Library, counseling/advising, student union, auditorium, bookstore, exercise facilities, etc.

⁴Harbor Center site includes ~5 acres, a 30,000 sq. ft. existing building, and parking.

UI also owns 6000 sq ft of classrooms located nearby in the NIC Molstead Library.

⁵Access to computer and phone networks and transportation (roads, airport, bike paths)

⁶Although currently full, the existing Jacklin Science and Technology building at UIRP could have 5000 sq ft available in the next 3-5 years.

This reduces the building need to 25,000 square feet and thus cost to \$7.5 mill.

Rating Scales:

UI Multiplier (Based on a 5 point scale with 1 = low importance and 5 = high importance)

Based on the priorities of UI based on Strategic Vision and Values of the UI and priorities for UI programs in Northern Idaho.

Rating: (Based on a 5 point scale where 1= below average and 5 = outstanding)

Based on an evaluation of higher education values placed on rating categories without regard to a particular institution.

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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

2. Acquisition of Real Property

- 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.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

UNIVERSITY OF IDAHO

SUBJECT

Assignment of intellectual property and related manufacturing mold to another public entity

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

The Board of Regents, on behalf of the University of Idaho, claims ownership of any invention or patentable discovery arising from any work performed by an employee during the course of the employee's duties to the institution. See *Idaho State Board of Education Governing Policies & Procedures*, Section V.M. The intellectual property at issue here is U.S Patent 7,228,638 B2 and a related manufacturing mold. The University is seeking to assign this patent as well as the manufacturing mold to West Virginia University Research Corporation acting for the WVU Extension and Public Service Office (West Virginia).

DISCUSSION

The above-referenced technology was first disclosed to the University and the Research Foundation, Inc. (IRF) by Dr. Jeffrey Goodwin on January 16, 2004, and was entitled "De-Tail Device." Dr. Goodwin has since moved on and is now a faculty member at Colorado State University. The device was developed in conjunction with a national research project addressing the issue of appropriate tail docking of lambs, particularly the practice of docking 4-H, FFA and other livestock show lambs' tails too short. The project received no money from any private or federal governmental funding agency.

The IRF filed for provisional patent protection on April 28, 2004. The provisional was converted to a utility application on April 15, 2005. The patent was issued June 12, 2007, as U.S. Patent No. 7,228,638 B2.

West Virginia also was interested in the development of the DeTail Device and allocated \$16,500 to underwrite the cost of building a mold that embodied the design features of what became the patented invention. The IRF entered into an agreement with West Virginia on March 29, 2004 in which West Virginia assigned its ownership interest in the mold to the IRF. To reimburse West Virginia for its out-of-pocket costs, IRF agreed to remit to West Virginia 50% of any royalty income received until the cost of the mold was repaid.

IRF actively pursued commercialization of the technology and entered into a licensing agreement in September 2004. The licensee terminated its license in November 2007, citing slow sales.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

Other marketing efforts for the technology have been unsuccessful. Nasco, considered to be the primary distributor of supplies to 4-H and FFA organization across the nation, noted that although a problem exists with docking show lambs' tails too short, there is no nationwide mandate to enforce the recommended standard. Without enforcement, Nasco predicted sales would be insignificant.

As part of the IRF transition, the technology has been assigned to the University. The University's Office of Technology Transfer (OTT) has determined that there is limited opportunity for further commercialization of the technology. At the same time, West Virginia has expressed an interest in acquiring the technology and continuing to pursue marketing opportunities.

IMPACT

West Virginia is willing to undertake this project and is also willing to reimburse the University its patenting costs from royalties, if any, that are received through licensing. In addition, following recovery of costs, West Virginia is willing to provide the same percent of royalty income to the inventor as provided under the University's policy. The assignment of both the patent and the mold to West Virginia eliminates additional marketing costs, as well as maintenance fee costs associated with keeping the patent in force that the University would pay over the life of the patent. The assignment provides the best prospect for commercializing the technology to public benefit and returning revenue to the OTT to reimburse the patent fund.

ATTACHMENTS

Attachment 1 – Assignment and Reimbursement Agreement

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The university is looking to reduce its costs related to this patent that currently has marginal marketability.

Staff recommends approval.

BOARD ACTION

A motion to approve the agreement between the University and West Virginia, in substantial conformance to the form submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ASSIGNMENT AND REIMBURSEMENT AGREEMENT

Between
University of Idaho
&

West Virginia University Research Corporation

This Reimbursement Agreement (hereinafter the "Agreement") is made and entered into this ____ day of _____, 2008, by and between the Regents of the University of Idaho a public corporation, state institution and a body politic and corporate organized and existing under the constitution and laws of the state of Idaho, Office of Technology Transfer, P.O. Box 443003, Morrill Hall 414, Moscow, ID 83844-3003 (hereinafter referred to as UI) and West Virginia University Research Corporation acting for the WVU Extension and Public Service Office, P.O. Box 6031, Morgantown, WV 26506-6031 (hereinafter referred to as WVU).

Whereas, the UI is the owner of a certain patent identified as U.S. Patent 7,228,638 B2 entitled 'Measurement Device' (hereinafter the Patent) that it has made efforts to commercialize since (date).

Whereas, WVU allocated funds in the amount of Sixteen-Thousand Five-Hundred Dollars (\$16,500) to underwrite the cost of building a mold that embodies the design features identified as the Patent in order to produce copies of the molded object for eventual commercial sale and distribution to the public benefit.

Whereas, WVU assigned to UI its right, title and interest in the mold that embodies the design features identified as the Patent in a Reimbursement Agreement dated March 29, 2004.

Whereas, UI now wishes to assign its right, title and interest in the Patent to WVU.

Whereas, UI also wishes to assign its right, title and interest in the mold that embodies the design features identified as the Patent to WVU, and

Whereas, WVU agrees to pay a portion of any royalties received for the patent to UI.

Now, therefore, the parties, for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. UI does hereby assign, transfer and convey to WVU, the full and exclusive right, title and interest in and to the Patent including all rights throughout the world, to be held and enjoyed by WVU for its own use and benefit, and for its successors and assigns to the full end of the term of the Patent term, as fully and entirely as the same would have been held by UI had this assignment not been made, and covenants that it has full right

to do so. UI hereby also grants to WVU the right to sue for past infringement. Notwithstanding the foregoing, UI specifically reserves unto itself the right to practice the art embodied in Patent and to otherwise use the Patent for educational and research purposes only.

2. UI does hereby assign, transfer and convey to WVU its full and exclusive right, title and interest in the mold that embodies the design features identified in the Patent upon execution of the Agreement.

3. In consideration for the above assignments, WVU shall pay on an annual basis, no later than January 30 for each preceding year, to UI fifty percent (50%) of any and all gross royalties or fees it receives from any licensing agreements for the Patent including the technology embodied in the Patent until UI is reimbursed for its total out-of-pocket legal costs in the amount of \$5,788.65, which represents the amount UI incurred in patent prosecution and issue fee costs for the Patent. This term shall survive for the life of the Patent or until reimbursement in full has been made, whichever is sooner. If WVU does not license the Patent or technology embodied in the Patent for a fee or a royalty, then no payment shall be due to UI.

4. WVU, as the holder of all right, title, and interest to the Patent, shall be under no obligation to maintain the Patent. Should WVU choose to pay maintenance fees required by the USPTO to maintain the patent, those fees and expenses shall be recouped by WVU prior to any reimbursement of UI provided for in Article 3 above. Once WVU has recouped its costs and reimbursed UI in full for its costs as provided in Article 3, WVU agrees to pay to inventor/creator, Jeff Goodwin, forty percent (40%) of profits, in accordance with WVU's intellectual property policy.

5. UI attests that to the best of its knowledge the Patent is not subject to any existing license or other obligation. UI further attests that to the best of its knowledge, the Patent has not been infringed.

6. Both parties shall keep complete, true and accurate books of account containing all particulars that may be necessary for the purpose of showing the amounts payable and received hereunder. Said books of account shall be kept at each party's principle place of business or the principal place of business of the appropriate division of any licensee to which this Agreement relates. Said books and the supporting data shall be open at all reasonable times for five (5) years following the end of the calendar year to which they pertain, to inspection by the other party, its agents or designees, upon reasonable notice.

7. Any payment, notice or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses given below, or to such other address as either party shall designate by written notice given to the other party as follows:

In the case of UI:

Assistant Director
Office of Technology Transfer
University of Idaho
P.O. Box 443003
Morrill Hall 414
Moscow, ID 83844-3003

In the case of WVU:

Director, Office of Technology Transfer
West Virginia University Research Corporation
886 Chestnut Ridge Rd.
P.O. Box 6224
Morgantown, WV 26506--6224

8. If one of the parties hereto declares that a dispute between the parties has arisen related to or arising out of this Agreement, such dispute shall, in the first instance, be the subject of a meeting between the parties to negotiate a resolution of such dispute. The meeting shall take place in a mutually agreed upon location and be attended by individuals from within each party who have decision-making authority with respect to the matter in question. Should the negotiations not lead to a settlement of the dispute within thirty (30) days of the date of the meeting, the parties shall refer the dispute to a mutually agreeable mediation service to resolve the dispute. If the mediation does not lead to a settlement of the dispute within forty-five (45) days of the date of that meeting, the parties may pursue all other alternatives.

9. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by both parties.

10. This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.

11. The parties agree to execute and deliver all documents, provide all information and take or forbear from taking all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

12. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

13. This Agreement may be signed in counterparts, each of which when taken together shall constitute one fully executed document. Each individual executing this

Agreement on behalf of a legal entity does hereby represent and warrant to each other person so signing that he or she has been duly authorized to execute this Agreement on behalf of such entity.

IN WITNESS WHEREOF, UI and WVU have executed this Agreement, in duplicate originals, by their respective officers hereunto duly authorized, on the day and year hereinafter written.

UNIVERSITY OF IDAHO

WEST VIRGINIA UNIVERSITY RESEARCH
CORPORATION acting for WVU

By: _____
(signature)

By: _____
(signature)

Name: Gene A. Merrell

Name: Bruce Sparks

Title: Associate VP Research

Title: Director, Office of Technology
Transfer

Date: _____

Date: _____

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

3. Intellectual Property Transfer

a. The State Board of Education and the Board of Regents of the University of Idaho delegate to Idaho's postsecondary educational institutions the right to transfer and convey ownership in intellectual properties developed within the institutions under the patents and copyright rule. This rule will allow the institutions to play appropriate roles in knowledge transfer and economic growth and development. Under this rule, the institutions may:

(1) Grant rights to owned intellectual properties to research foundations for further development or transfer.

(2) Themselves act as licensors to convey intellectual property rights to commercial ventures.

(3) Grant exclusive rights to a licensee.

(4) Collect and disburse license payments to inventors and their departments and colleges, as well as to their institutions, for the general support of research within the institutions.

(5) Permit institutional employees the right to participate in ownership and governance of companies licensed by the institutions to produce and market the discoveries, provided the conflict of interest rules are followed.

b. Each of Idaho's postsecondary institutions shall, within twelve (12) months of the promulgation of this rule, submit its policy on the transfer of intellectual properties (technology transfer) for State Board review and approval. At a minimum, the policy should include:

(1) The name of the institutional position (or office) with the authority and responsibility for carrying out the policy and binding the institution contractually.

(2) Policy and plans for patent acquisition (i.e., who initiates, who pays the lawyers, and an enumeration of the duties, responsibilities, and a process for settling debates).

(3) The range of allowable institutional involvement in the transfer process (i.e., from licensing to acceptance of institutional ownership interests, continued development in

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

institutional facilities for the benefit of the licensee, business planning or production assistance).

c. The appropriate officer of each postsecondary institution shall report, two (2) weeks in advance of the State Board meeting, on patent, copyright, and technology transfer activities that have occurred at the institution since the prior meeting of the Board. With respect to patents, the report shall include what public notice was given prior to the licensee(s) being selected. Further, that report will also indicate whether employees of the institution or its respective research foundation have a financial interest in the company to which the intellectual property was transferred. Terms of any license or technology transfer contract will be made available in confidence upon request for inspection by the State Board.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

UNIVERSITY OF IDAHO

SUBJECT

Capital Project Authorization Request, Student Union Building Ballroom Renovations and Improvements, University of Idaho

REFERENCE

Initial Capital Project Authorization Request

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedure, Section, V.K.1 & V.K.2

BACKGROUND

This is an initial request for Regent's Authorization to implement a series of Architectural, Mechanical, and Electrical renovations and improvements to the Student Union Building (SUB) Ballroom, located on the main campus of the University of Idaho, Moscow, Idaho. This request is based upon an initial Feasibility Study commissioned by the University.

DISCUSSION

The University's Student Union Building (SUB) grew over time in a series of additions and renovations beginning with the University's 1936 acquisition of the Blue Bucket Inn – a facility dating to 1924. The current SUB Ballroom is housed in an addition constructed in 1961. It is now 47 years old and there have been no substantive renovations or improvements since the original construction. Finishes and systems have degraded overtime and are in need of update and/or replacement.

In 2005, the University commissioned Ellis-Feeney Architects, Lewiston, Idaho to conduct an initial Feasibility Study for desired Architectural, Mechanical, and Electrical renovations and improvements to the SUB Ballroom. The study provided a menu of renovation and improvement options ranging from \$810,000 to \$1,215,000. Since the receipt of the Ellis-Feeney Feasibility Study, the University has worked to identify and set aside sufficient building reserve funds to allow the proposed set of improvements to proceed.

At this time the University is requesting authorization to proceed with the planning, design and construction of a renovations and improvements project in the amount of \$1,000,000. The scope of work is expected to include renovations and improvements to the Foyer, Stage, flooring, walls and ceiling of the Main Ballroom, operable walls and partitions, mechanical systems, and electrical systems. The University will report any variations or deviations from this project cost estimate, if any, as construction proceeds.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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The project is fully consistent with the University's strategic plan, specifically, Goal One, Teaching and Learning Activity, Goal 3, Outreach and Engagement and Goal Four, Organization Culture and Climate, and the University's Long Range Capital Development Plan (LRCDP).

IMPACT

Immediate fiscal impact of this effort is \$1,000,000. The project fund source is University of Idaho Student Union Building (SUB) Reserves set aside for this specific and intended purpose.

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$826,250
Federal (Grant):	0	A/E & Consultant Fees	82,750
Other (State & UI)	<u>1,000,000</u>	Contingency	<u>91,000</u>
Total	\$ 1,000,000	Total	\$ 1,000,000

STAFF COMMENTS AND RECOMMENDATIONS

Student fees set aside into the Student Union Building Reserves will be used for this project.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to implement the planning, design and construction of a the Capital Project for the renovations and improvements of the Student Union Building Ballroom, University of Idaho, Moscow, Idaho, in the amount of \$1,000,000. Authorization includes the authority to execute all necessary and requisite consulting, construction and vendor contracts to fully implement the project.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of June, 2008

History Narrative

- 1 **Institution/Agency:** University of Idaho **Project:** Student Union Building Ballroom Renovations and Improvements, University of Idaho, Moscow, Idaho
- 2 **Project Description:** A series of Architectural, Mechanical, and Electrical renovations and improvements to the Student Union Building (SUB) Ballroom, located on the main campus of the University of Idaho, Moscow, Idaho.
- 3 **Project Use:** Replaces, upgrades and improves existing Architectural, HVAC and Electrical systems that are at the end of their life cycle. SUB Ballroom was constructed in 1961 and has not seen substantive improvements and renovations in its 47 years.
- 4 **Project Size:** N/A

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
Initial Cost of Project	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 82,750	\$ 826,250	\$ 91,000	\$ 1,000,000
History of Revisions:								
Total Project Costs	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 82,750	\$ 826,250	\$ 91,000	\$ 1,000,000

History of Funding:	* Other Sources of Funds						
	PBF	ISBA	Institutional Funds (Gifts/Grants)	Student Revenue	Other	Total Other	Total Funding
Initial Authorization Request, Jun 08			\$ 1,000,000			\$ 1,000,000	\$ 1,000,000
Total	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000

27 * Student Union Building (SUB) Reserve Funds set aside for the Ballroom Renovations and Improvements. UI will report back to the Board of Regents any resulting revisions to the project estimate resulting from the bid process and seek additional project authorization as may be required.

28 ** Project Contingency

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REFERENCE - APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: K. Construction Projects

April 2002

K. Construction Projects

1 Major Project Approvals – Proposed Plans

Without regard to the source of funding, before any institution, school or agency under the governance of the Board begin formal planning to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. All projects identified on the institutions', school's or agencies' six-year capital plan must receive Board approval.

2 Project Approvals

Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to be between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000), must first be submitted to the executive director for review and approval. Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities or construction of new facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. Project cost must be detailed by major category (construction cost, architecture fees, contingency funds, and other). When a project is under the primary supervision of the Board of Regents or the Board and its institutions, school or agencies, a separate budget line for architects, engineers, or construction managers and engineering services must be identified for the project cost. Budgets for maintenance, repair, and upkeep of existing facilities must be submitted for Board review and approval as a part of the annual operating budget of the institution, school or agency.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

UNIVERSITY OF IDAHO

SUBJECT

Capital Project Design Authorization Request, Lionel Hampton School of Music
Recital Hall renovations

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1
& 2

BACKGROUND

In 2002, the University initiated a multi-year process for design of the Education and Performance Facility at the Lionel Hampton Center using a series of federal HUD grants awarded from 2001 through 2004. This project was to include music performance spaces, music classrooms, as well as archival and display spaces for jazz memorabilia of the Lionel Hampton Jazz Collection. In 2004, the University placed the project on hold, and later cancelled the project due to a number of factors, including lack of progress in private fundraising required to support the project. The University has since reconceptualized project elements and seeks now to renovate an existing music performance space, the Recital Hall within the Music Building. This is a companion project to renovations of archival space in the Library, the subject of another project authorization request before the Regents at this time.

DISCUSSION

The Lionel Hampton School of Music (LHSOM) Building was originally built in 1951 and has had only minor improvements implemented in the 57 years since. The building includes a Recital Hall which seats approximately 300 people. It is the site of many community performances and is the main performance space for the Lionel Hampton School of Music students and faculty. As such, the Recital Hall is the teaching laboratory for the LHSOM. During the annual Lionel Hampton International Jazz Festival, the Recital Hall is in use literally from dawn to dusk. The Hall is used every day throughout the academic year for classes, rehearsals, and performances. There are over 150 full concerts in the Recital Hall each year.

The Hall is literally in the middle of the building, above other classroom space, and adjacent to various faculty offices and labs. Due to poor acoustical separation, there is significant sound transmission both into and out of the Recital Hall, negatively impacting recital and concert events, as well as activities in adjacent spaces. The School of Music must carefully schedule activities in the Hall and nearby classrooms, due to the lack of acoustical separation.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

The University is in the midst of a feasibility study regarding the acoustical needs in the space. An architectural firm, ALSC, is leading the feasibility study, and the Sparling Company is providing an acoustical analysis.

The proposed renovation will address the acoustical challenges in the building and will include updated seating, handicap seating, new floor coverings, lighting enhancements, and the construction of a foyer to include a sound barrier space.

The University still holds \$1,590,686 of the HUD grant funding for the original Lionel Hampton Center project, and expects to use this fund source for design of this project. We are currently seeking clarifying language through the Idaho congressional delegation as part of a pending supplemental budget bill to allow remaining funds to be spent on the design for the renovation of the Music Building's Recital Hall. We do not expect to confirm passage of this supplemental bill until perhaps June 2008. Because of expense deadlines associated with the grants, the University seeks capital project design authorization at this time, contingent upon passage of the supplemental bill.

The overall renovation project cost may be in the range of \$1,400,000, and will be more clearly established in the course of project design. The construction phase of the project is expected to be funded strictly through private donations, outside the available HUD grant funding. The University intends to seek the necessary authorization to construct the project at a later date, once project costs are more firmly identified and private funding is in place.

Milestone	Date
SBOE Authorization for Design for Recital Hall Renovations; also confirm the passage of the supplemental bill before Congress	June, 2008
Initiate RFQ and design process	July, 2008
Complete design	Dec, 2008
SBOE Authorization for Construction	TBD

The projected timeline for the overall project is unknown and subject to change as the project is better defined through the design process. An updated set of milestones will be reviewed with the Board prior to authorization of the construction phase of the project.

The project is fully consistent with the university's Strategic Plan, Long Range Campus Development Plan (LRCDP), and the Campus Infrastructure Master Plan.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

IMPACT

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$ 0
Federal (Grant):	\$ 157,500	A/E & Consultant Fees	\$ 150,000
Other (UI/Bond)	\$ 0	Contingency	\$ 7,500
Total	\$ 157,500	Total	\$ 157,500

STAFF COMMENTS AND RECOMMENDATIONS

The university will use \$157,500 of \$1,590,686 in HUD grant funds for design of this project leaving \$1,433,186 to be used for the next agenda item, archive renovations at the Lionel Hampton International Jazz Collection. Approximately \$1,400,000 in private donations will need to be raised for the construction phase.

Once the private donations have been obtained, the Board will have the opportunity to approve the construction phase at a later date.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to execute all necessary contracts in support of design for the renovations of the Music Building Recital Hall in an amount not to exceed \$157,500. This approval is contingent upon passage of the supplemental bill currently before Congress to modify use of the existing HUD grant funding held by the University.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of May 1, 2008

History Narrative

1 Institution/Agency: University of Idaho **Project:** Music Building Recital Hall Renovations

2 Project Description: Design upgrades and improvements to the Recital Hall in the Music Building. Amenity renovations include acoustical separation, enhanced seating and lighting, as well as improvements to HVAC systems.

3 Project Use: Improves programmed use of the space, comfort amenities for spectators, and allows nearby classroom spaces to be used simultaneously due to enhanced acoustical separation.

4 Project Size: Approx 7,000 sf

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other	Total Uses
Initial design phase authorization - Jun2008*	\$ -	\$ -	\$ 157,500	\$ 157,500	\$ 157,500	\$ -	\$ -	\$ 157,500
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Costs	\$ -	\$ -	\$ 157,500	\$ 157,500	\$ 157,500	\$ -	\$ -	\$ 157,500

History of Funding:	PBF	ISBA	Other Sources of Funds				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other			
Initial Authorization Request - design phase - June 08*	\$ -		\$ -		\$ 157,500		\$ 157,500	\$ 157,500
	\$ -		\$ -			\$ -	\$ -	
	\$ -		\$ -			\$ -	\$ -	
						-	-	
						-	-	
Total	\$ -	\$ -	\$ -	\$ -	\$ 157,500	\$ 157,500	\$ 157,500	\$ 157,500

25 * UI will seek construction authorization from the Regents prior to initiating renovations.

REFERENCE - APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: K. Construction Projects

April 2002

K. Construction Projects

1 Major Project Approvals – Proposed Plans

Without regard to the source of funding, before any institution, school or agency under the governance of the Board begin formal planning to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. All projects identified on the institutions', school's or agencies' six-year capital plan must receive Board approval.

2 Project Approvals

Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to be between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000), must first be submitted to the executive director for review and approval. Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities or construction of new facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. Project cost must be detailed by major category (construction cost, architecture fees, contingency funds, and other). When a project is under the primary supervision of the Board of Regents or the Board and its institutions, school or agencies, a separate budget line for architects, engineers, or construction managers and engineering services must be identified for the project cost. Budgets for maintenance, repair, and upkeep of existing facilities must be submitted for Board review and approval as a part of the annual operating budget of the institution, school or agency.

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UNIVERSITY OF IDAHO

SUBJECT

Capital Project Authorization Request, Lionel Hampton International Jazz Collection, archive renovations at the Library

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1 & 2.

BACKGROUND

In 2002, the University initiated a multi-year process for design of the Education and Performance Facility at the Lionel Hampton Center using a series of federal HUD grants awarded from 2001 through 2004. This project was to include music performance spaces, music classrooms, as well as archival and display spaces for jazz memorabilia of the Lionel Hampton International Jazz Collection. In 2004, the University placed the project on hold, and later cancelled the project due to a number of factors, including lack of progress in private fundraising required to support the project. The University has since reconceptualized project elements and seeks now to renovate archival space in the Library in order to more permanently and appropriately house the jazz collection materials. This is a companion project to renovations of an existing music performance space, the Recital Hall within the Music Building, the subject of another project authorization request before the Regents at this time.

DISCUSSION

The International Jazz Collection (IJC) had been housed for years in leased spaces near campus. As the collection grew in size and with the need for greater stewardship and oversight of the materials, the University relocated the jazz archive function to the Library on campus, incorporating the IJC into existing archival space.

The IJC is the primary jazz archive in the Pacific Northwest, home to the Lionel Hampton library collection, the complete collection of critic Leonard Feather, trombonist Al Grey, trumpeter Conte Candoli, and pieces from such artists as Ella Fitzgerald, Dizzy Gillespie, Joe Williams, Lee Morse, Doc Cheatham, Jane Jarvis, composer/arranger and saxophonist Gerry Mulligan, and publisher and collector, Neil McCaffrey. The collection holds over 1,000 scores, 10,000 recordings, 5,000 photographs, 20 instruments, as well as more than 45 cubic feet of letters and papers and numerous personal items of historical significance. Also in the collections are more than 35 years of materials and recordings associated with the Lionel Hampton International Jazz Festival. Through the partnerships with the Lionel Hampton Jazz Festival and other cultural institutions, the archive is being made accessible and available for study and enjoyment by students, jazz and music enthusiasts, musicians, and scholars.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

This collection contributes to the national and regional knowledge of jazz through partnerships with the Smithsonian Institution, most recently in a traveling exhibit in Lewiston, with another project planned in Spokane. Additionally, materials are shared with other jazz collections, such as the recent centennial celebration of Hampton's life in New Orleans.

The collection serves local needs providing classroom support for undergraduate education as well as for music majors. The annual festival is a staging ground for exhibit activities, with materials from the archives serving to visually engage festival goers in the history and culture of jazz. Additionally, festival attendees experience the music of the archives, as each year there is a presentation of "jazz from the archives," bringing the sound from these preserved collections.

The IJC is a growing collection, with several gift agreements yet in the negotiation phase. The new collections will need to be housed with the existing collection because the formats have similar preservation needs. In order to provide the proper archival conditions for preserving and processing these items, climate and temperature controlled storage that has adequate security must be created out of the existing library space.

Moving the IJC into the library has offered many benefits. The library has a larger support staff, with librarians and archivists and information technology staff. It offers the possibility of more consistency in service, with regular hours of operation. It locates the archive next to the largest research library collection in the state, providing for easy integration of many research topics.

However, to include it into this space required some existing Special Collections to be relocated in less desirable space. The archive without the IJC includes over 6,000 cubic feet of primary source materials related to the history of Idaho (politicians, Idaho organizations, authors, business people, educators, individuals and families have donated papers, audio oral histories, maps, photographs and related items that tell the story of the state). This is one of the larger archival repositories in the state, which continues to grow with important collections being added on a regular basis. The relocated materials lack any environmental controls, which will result in a much more rapid deterioration of the paper and film items. Continued growth of the IJC without archival space is risky to the preservation mission for all of the archival materials.

The University intends to renovate spaces within the Library to more appropriately house the IJC. Necessary improvements include purchase and installation of compact shelving, and the enhancement of security and climate control systems.

The University still holds \$1,590,686 of the HUD grant funding for the original Lionel Hampton Center project, and expects to use this fund source for design

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

and construction of this project. We are currently seeking clarifying language through the Idaho congressional delegation as part of a pending supplemental budget bill to allow remaining funds to be spent on the renovation of spaces within the Library to better accommodate the IJC. We do not expect to confirm passage of this supplemental bill until perhaps June 2008. Because of expense deadlines associated with the grants, the University seeks capital project authorization at this time, contingent upon passage of the supplemental bill.

The cost of the overall renovation project is estimated at \$1,433,186.

Milestone	Date
SBOE Authorization for Library IJC Renovations; also confirm passage of the supplemental bill before Congress	June, 2008
Initiate RFQ and design process	July, 2008
Complete design	Feb, 2009
Construction	Apr09 – Jan10

The project is fully consistent with the university's Strategic Plan, Long Range Campus Development Plan (LRCDP), and the Campus Infrastructure Master Plan.

IMPACT

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$ 1,225,000
Federal (Grant):	\$ 1,433,186	A/E & Consultant Fees	\$ 140,000
Other (UI/Bond)	\$ 0	Contingency	\$ 68,186
Total	\$ 1,433,186	Total	\$ 1,433,186

STAFF COMMENTS AND RECOMMENDATIONS

The \$1,433,186 in HUD grant funds remains after \$157,500 is used for the Lionel Hampton School of Music Recital Hall renovations project, also before the Board for approval.

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOARD ACTION

A motion to approve the request by the University of Idaho to execute all necessary contracts in support of a \$1,433,186 project to design and renovate the Lionel Hampton International Jazz Collection archival space within the Library. This approval is contingent upon passage of the supplemental bill currently before Congress to modify use of the existing HUD grant funding held by the University.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of May 1, 2008

History Narrative

- 1 **Institution/Agency:** University of Idaho **Project:** Lionel Hampton International Jazz Collection, Renovate archives at Library
- 2 **Project Description:** Implement upgrades and improvements to the jazz collection archive space at the Library. Renovations include purchase and installation of compact shelving as well as enhancement to security and climate control systems.
- 3 **Project Use:** Improves storage capacity, security, and long term stewardship of the materials.
- 4 **Project Size:** approx 6,000sf

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other*	Total Uses
Initial authorization - Jun2008	\$ -	\$ -	\$ 1,433,186	\$ 1,433,186	\$ 140,000	\$ 1,225,000	\$ 68,186	\$ 1,433,186
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Costs	\$ -	\$ -	\$ 1,433,186	\$ 1,433,186	\$ 140,000	\$ 1,225,000	\$ 68,186	\$ 1,433,186

History of Funding:	PBF	ISBA	Other Sources of Funds				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other**			
Initial Authorization Request - June 08	\$ -		\$ -		\$ 1,433,186		\$ 1,433,186	\$ 1,433,186
	\$ -		\$ -			\$ -	\$ -	\$ -
	\$ -		\$ -			\$ -	\$ -	\$ -
						-	-	-
						-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ 1,433,186	\$ 1,433,186	\$ 1,433,186	\$ 1,433,186

25 * Project Contingency

26 ** Federal HUD grant funding remaining from previous project for the Lionel Hampton Education and Performance Facility

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REFERENCE - APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: K. Construction Projects

April 2002

K. Construction Projects

1 Major Project Approvals – Proposed Plans

Without regard to the source of funding, before any institution, school or agency under the governance of the Board begin formal planning to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. All projects identified on the institutions', school's or agencies' six-year capital plan must receive Board approval.

2 Project Approvals

Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to be between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000), must first be submitted to the executive director for review and approval. Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities or construction of new facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. Project cost must be detailed by major category (construction cost, architecture fees, contingency funds, and other). When a project is under the primary supervision of the Board of Regents or the Board and its institutions, school or agencies, a separate budget line for architects, engineers, or construction managers and engineering services must be identified for the project cost. Budgets for maintenance, repair, and upkeep of existing facilities must be submitted for Board review and approval as a part of the annual operating budget of the institution, school or agency.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

UNIVERSITY OF IDAHO

SUBJECT

Idaho Center for Livestock and Environmental Studies (ICLES) progress report

REFERENCE

October 2006	Regents approval of an additional Line Item for the Agricultural Research and Extension Service for FY 2008 in the amount of \$10 million General Funds, for a Research Dairy Facility.
January 2007	Regents approval of the request by the University of Idaho to seek a one-time appropriation of general funds for Agriculture Extension Service for FY 2008 in the amount of \$10 million from the Idaho Legislature, and to seek modification of the federal Morrill Act for the purpose of allowing the State of Idaho to apply real estate assets in the Agriculture College Endowment for acquisition real estate, buildings and fixtures for experimental farms and provide these assets to the University of Idaho for use as the endowment beneficiary.
April, 2007	Legislature appropriates \$10 million for ICLES and joint ISDA/IDFG facilities – contingent upon revisions to Morrill Act to allow use of Ag Endowment assets, and requiring final recommendation from the Governor and approval from the Regents prior to release of funds.
July, 2007	Congress passes revisions to Idaho Admissions Act to allow use of Ag Endowment assets.
January, 2008	Regents approval for planning expenditure and instruction to report on project progress at future meetings.
April 1, 2008	Senate Bill 1498 passed by legislature and signed into law releasing the \$10 million appropriation to the Board for application to the ICLES.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

As part of the Regents' approval for expenditure of planning funds, the University was instructed to report on the progress of the ICLES project at future meetings of the Regents.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

DISCUSSION

The University will update the Regents on the progress of the ICLES project to date.

IMPACT

This will be an informational item only. There will be no fiscal impact.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comment.

BOARD ACTION

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

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: K. Construction Projects

April 2002

K. Construction Projects

1. Major Project Approvals - Proposed Plans

Without regard to the source of funding, before any institution, school or agency under the governance of the Board begin formal planning to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. All projects identified on the institutions', schools or agencies' six-year capital plan must receive Board approval.

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3. Fiscal Revisions to Previously Approved Projects

Project revisions that substantially alter the use of the project causing changes in project costs between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) must first be submitted to the executive director for review and approval. Changes in project costs of more than five hundred

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

thousand dollars (\$500,000) must first be submitted to the Board for its review and approval. Requests must be supported by a revised detailed project budget and justification for changes.

4. Project Acceptance

Projects under the supervision of the Department of Administration are accepted by the Department on behalf of the Board and the state of Idaho. Projects under the supervision of an institution, school or agency are accepted by the institution, school or agency and the project architect. Projects under the supervision of the University of Idaho are accepted by the University on behalf of the Board of Regents.

5. Statute and Code Compliance

- a. All projects must be in compliance with Section 504 of the Rehabilitation Act of 1973 and must provide access to all persons. All projects must be in compliance with applicable state and local building and life-safety codes and applicable local land-use regulations as provided in Chapter 41, Title 39, and Section 67-6528, Idaho Code.
- b. In designing and implementing construction projects, due consideration must be given to energy conservation and long-term maintenance and operation savings versus short-term capital costs.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

UNIVERSITY OF IDAHO

SUBJECT

Approval of Settlement Terms

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.7.
Idaho Code Section 67-2345(d), (e) and (f).

DISCUSSION

Pursuant to Idaho Code Section 67-2345(d), (e) and (f), this item will be discussed in executive session.

IMPACT

After considering probable litigation in executive session and materials submitted to the Board by counsel, if the Board wishes, a settlement agreement can be considered in the public session. Settlement will resolve the disputes between the parties pursuant to the settlement terms which will be contained in a written settlement document. Upon acceptance by the parties, the settlement document will become a public document.

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.

IDAHO STATUTES

§ 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

(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
JUNE 19-20, 2008

SUBJECT

2009 Idaho Opportunity Scholarship

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-5605, Idaho Code
IDAPA 08.01.13.010.01 and 08.01.13.300.02.a

BACKGROUND

The intent of the Idaho Opportunity Scholarship is to provide financial resources to Idaho students who are economically disadvantaged, to close the gap between the estimated cost of attending an eligible Idaho institution of higher education and the expected student and family contribution toward such educational costs, and to encourage the educational development of such students in eligible Idaho postsecondary educational institutions. Provisions of the rules governing this scholarship program require the State Board of Education to annually establish the maximum amount of the award, to establish the cost of attendance for purposes of this award determination, and establish the amount of the expected family contribution. The maximum amount of the award for the first year, FY08, was \$3,000 per year (\$1,500 per semester). The expected family contribution for FY08 was \$5,000. The Board did not set a standard cost of attendance for award determination purposes during the first year of this scholarship program.

DISCUSSION

The Joint Finance and Appropriation Committee appropriated \$1.925 million for the FY09 academic year to be used for scholarships. In addition, the interest earnings from the Opportunity Scholarship Account may be used for additional scholarships and authorized administrative costs up to a maximum of 5% (not to exceed \$75,000). The appropriation and fund earnings will fund approximately 1,000 scholarships.

The maximum award amount set for the FY08 academic year was \$3,000. This amount is recommended for the FY09 academic year as well. The majority of full-year student recipients were eligible for the maximum \$3,000 award. The scholarship is funded with the Opportunity Scholarship providing the "last dollars". Using this model, not all students will receive full awards. Based upon our initial scholarship year, we anticipate funding approximately 1000 scholarships for the FY09 fiscal year. The earnings from the scholarship fund and new appropriations are estimated to fund 600 full scholarships with 400 partial awards.

During the first year of the scholarship, the formula used to estimate the student awards was based upon the cost of attendance (COA) that we predicted would be about \$15,000/year for our four-year public institutions. During the first year, we determined that the actual COA varied greatly from this early estimate. In order to provide some equity between our institutions, the rules were altered

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

during the 2008 legislative session to allow the Board to determine a standard COA for determining student award eligibility and award amounts for the Opportunity Scholarship. This is the first time the Board will be setting this COA for formula purposes. To determine the standard COA, each institution was asked to provide the COA used for financial aid purposes for the FY09 academic year. For purposes of the formula, the recommendation is to use a maximum of \$16,500 to determine scholarship awards. This amount was based on the average COA from our four-year institutions.

Eligible students are expected to share in the cost of their education and will be required to contribute an amount determined by the Board. The initial recommendation for the student contribution was \$5,000. This amount is recommended for all institutions for FY09. Additionally, it is recommended that the Board accept student-initiated scholarships and gifts from non-federal and non-institutional sources as part of the student contribution. It is also recommended that the Board count the Federal Academic Competitiveness and SMART grants towards the expected student contribution.

State Opportunity Scholarship funds are intended to be last dollars, and funds from all other sources are to be counted prior to making Opportunity Scholarship Awards.

IMPACT

The legislature provided \$1.925 million to be used for Opportunity scholarships for FY09. Additionally, there will be up to \$75,000 from the Opportunity Scholarship Fund that can be used for approved administrative expenses and additional scholarships. It is estimated that we will be able to award scholarships for 1,000 students.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the Opportunity Scholarship in the amount of \$3,000 per year (\$1500 per semester).

Staff recommends the annual Cost of Attendance for the Opportunity scholarship award formula to be set at \$16,500.

Staff recommends that the student contribution be set at \$5,000, and to accept the Federal Academic Competitiveness and Smart grants along with other student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution.

Staff further recommends that in cases where further clarification is needed to determine whether aid counts towards the student responsibility, the Board appoints the Student Affairs Program Manager or the designee of the Executive Director, to make these determinations on behalf of the Board.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

BOARD ACTION

A motion to approve the maximum amount of the Idaho Opportunity Scholarship, to be \$3,000 per year (\$1,500/semester) for those applicants who are selected to receive or renew the Idaho Opportunity scholarship for the Fiscal Year July 1, 2008-June 30, 2009.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

A motion to set the Cost of Attendance to be used in the formula that determines the award for the Opportunity Scholarship at a maximum of \$16,500 for the FY09 academic year.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

A motion to approve the student contribution for the FY09 academic year at \$5,000, and to accept the Federal Academic Competitiveness and Smart grants along with other student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution. In cases where further clarification is needed to determine whether aid counts towards the student responsibility, the Board appoints the Student Affairs Program Manager or the designee of the Executive Director, to make these determinations on behalf of the Board.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho Statutes

TITLE 33
EDUCATION
CHAPTER 56
IDAHO OPPORTUNITY SCHOLARSHIP PROGRAM

33-5605. ACADEMIC AND FINANCIAL ELIGIBILITY. The state board shall promulgate rules by August 1, 2007, to determine academic and financial eligibility consistent with this section [chapter] for the purpose of awarding the Idaho opportunity scholarship.

ADMINISTRATIVE RULES

08.01.13 - RULES GOVERNING THE OPPORTUNITY SCHOLARSHIP PROGRAM

010. DEFINITIONS.

01. Educational Costs. Is defined in Section 33-5604(1), Idaho Code and means the dollar amount determined annually by the state board of education as necessary for student tuition, fees, room and board, books and such other expenses reasonably related to attendance at an eligible Idaho postsecondary educational institution. (4-2-08)

300.SELECTION OF SCHOLARSHIP RECIPIENTS.

02. Monetary Value of the Opportunity Scholarship. (4-2-08)

- a.** The Board will, by resolution each year, establish the maximum annual amount that a student may receive under the Opportunity Scholarship Program. In addition, the Board will, by resolution each year, establish the educational costs for attending an eligible Idaho postsecondary educational institution for purposes of the Opportunity Scholarship Program. The educational costs will be established as a not to exceed amount for each eligible Idaho postsecondary educational institution. (4-2-08)
- b.** The monetary value of the opportunity scholarship award to a student shall be based on the educational costs for attending an eligible Idaho postsecondary educational institution, less the following: (4-2-08) i. The amount of the assigned student responsibility, established by the Board annually; (4-2-08) ii. The amount of federal grant aid, as identified by the

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

federal Student Aid Report (SAR); (4-2-08) iii. The amount of other financial aid awarded the student, from private or other sources. (4-2-08)

c. The amount of an opportunity scholarship award to an individual student shall not exceed the maximum amount established by the Board annually, and shall not exceed the cost of tuition at an Idaho public postsecondary educational institution, or if the student attends or will attend an Idaho private postsecondary educational institution, the average tuition or matriculation fees at Idaho's public four (4) year postsecondary educational institutions. (4-2-08)

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

**BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY,
UNIVERSITY OF IDAHO**

SUBJECT

Center for Advanced Energy Studies (CAES) - additional project funding

REFERENCE

April 2005	Overview of CAES at SBOE regular meeting
August 2005	Update information on CAES at SBOE regular meeting
December 2005	Approved motion to issue a Request for Proposal (RFP) through the Division of Public Works (DPW) for selection of an architect and proceed with the pre-design/programming for the CAES Facility.
November 2006	Approval of the request by Idaho State University to proceed with financing and construction of the Center for Advanced Energy Studies in Idaho Falls with funding from a combination of INEEL Settlement funds, U.S. Department of Housing and Urban Development grants, and bond proceeds, and an entire project cost not to exceed \$17.0 million.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.B.8 and V.K.
Section 57-822, Idaho Code – INL settlement fund

BACKGROUND

Construction of the CAES building in Idaho Falls is scheduled for completion in the Fall of 2008. At the request of the three universities participating in the project, the Governor has authorized release of an additional \$2 million from the INL Settlement Fund to fully fund the original state commitment for the building and to upgrade the build-out of the facility. The universities seek approval from the Board to expand the project budget to include these funds.

DISCUSSION

The original budget for the CAES building was not to exceed \$17 million. This amount was based on the resource commitment by the State of Idaho to the Department of Energy for the INL. The funding came from 1) \$5 million of the proceeds that had been set aside in 1995 in conjunction with the State of Idaho – US Department of Energy INL settlement, 2) Approximately \$1.9 million in HUD grants originally made to the University of Idaho for the Center for Science and Technology and 3) bonds issued by Idaho State University.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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The original resource commitment and budget did not take into consideration \$300,000 of planning and design expenditures previously made from the HUD grants. In addition, in order to maximize the available space in the building, the design-build contract for the project did not include all of the laboratory bench/case work, furnishings and equipment necessary to maximize the building's full potential.

In recognition of this, and upon learning that the original INL settlement fund still had a balance of approximately \$2.8 million, the presidents of the three universities petitioned the Governor for release of the balance of the fund for application to the project. A copy of the joint letter to Governor Otter is attached.

The Governor has agreed to release the uncommitted balance of the fund, in the amount of \$2 million for the purposes described in the joint letter. With the Board's approval, these funds will be applied as set out in the joint letter.

IMPACT

This request will authorize the one-time expenditure of additional INL Settlement Funds in the amount of \$2 million.

ATTACHMENTS

Attachment 1 – Joint Letter

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The Governor has agreed to release the uncommitted balance of the funds.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University, Idaho State University and the University of Idaho to expand the budget approval for the CAES building in Idaho Falls to authorize application of \$2 million of additional INL Settlement proceeds to the project as set out in the joint letter of the presidents of the three institutions dated December 14, 2007.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008



Office of the President
Administration Building, Suite 105
PO Box 443151
Moscow, ID 83844-3151
Phone: 208-885-6365
Fax: 208-885-6558
timwhite@uidaho.edu

December 14, 2007

The Honorable C.L. 'Butch' Otter
Office of the Governor
Idaho State Capital
P.O. Box 83720
Boise, ID 83720-0034

Dear Governor Otter:

The purpose of this letter is to request on behalf of the State's three universities (University of Idaho, Idaho State University, and Boise State University) the remaining available fund (approximately \$2.8 million) in the INL Settlement Fund for upgrades to the \$17 million, 55,000 square foot Center for Advanced Energy Studies (CAES) building now under construction in Idaho Falls. The building is being funded by a combination of state, federal, and bond money; the bonds will be paid by leasing space to the Battelle Energy Alliance, LLC, (BEA) the operating contractor for the Idaho National Laboratory (INL). The building will house energy-focused collaborative research and graduate education programs funded by industry, state, and federal government. In order to maximize the available space in the building, the design-build contract does not include all of the required laboratory bench/case work, furnishing, etc. needed to fully realize the building's potential. Specifically, two actions are requested.

First, \$300K is requested to meet the terms of the original resource commitment made by the State of Idaho to the U.S. Department of Energy. These funds replace \$300K previously expended from \$1.9 million of U.S. Department of Housing and Urban Development grants to the University of Idaho for planning the construction of the Center for Science and Technology prior to BEA assuming responsibility for the operation of INL and development of the CAES building project in 2005.

Second, the balance of the settlement fund (approximately \$2.5 million) is requested for upgrade to the CAES building. Specifically these funds will be used to provide:

- Additional laboratory fume hoods allowing for increased flexibility in conducting funded research activities;
- A full complement of laboratory bench and case work allowing full utilization of laboratory space at time of building completion;
- Information Technology infrastructure (e.g. the wire and switches) providing integration computer and communication services for the researchers in the building;
- Cubicle/partition/carrel materials for the graduate student space to allow immediate housing of graduate students;
- Office and other furnishings for the university faculty occupants making the building move-in ready at completion.

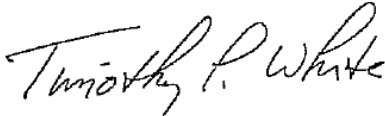
To enrich education through diversity the University of Idaho is an equal opportunity/affirmative action employer.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 19-20, 2008

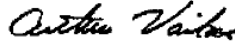
The CAES building and the collaborative program housed therein will propel Idaho to leadership in advanced energy systems including the nuclear energy renaissance, increased production and utilization of biofuels, and innovative management of greenhouse gas emissions. Your support of this request is appreciated.

If you have any questions or need additional details please contact Dr. Harold Blackman, Director, Center for Advanced Energy Studies at 208-526-0245 or Harold.Blackman@inl.gov.

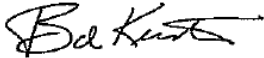
Sincerely,




Timothy P. White
President
University of Idaho



Arthur C. Vailas
President
Idaho State University



Robert Kustra
President
Boise State University



Harold Blackman
Director
Center for Advanced Energy Studies

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

8. Major Capital Improvement Project -- Budget Requests

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

a. Definition

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

b. Preparation and Submission of Major Capital Improvement Requests

(1) Permanent Building Fund Requests

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

(2) Other Requests

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

c. Submission of Approved Major Capital Budget Requests

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

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: K. Construction Projects

April 2002

K. Construction Projects

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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thousand dollars (\$500,000) must first be submitted to the Board for its review and approval. Requests must be supported by a revised detailed project budget and justification for changes.

4. Project Acceptance

Projects under the supervision of the Department of Administration are accepted by the Department on behalf of the Board and the state of Idaho. Projects under the supervision of an institution, school or agency are accepted by the institution, school or agency and the project architect. Projects under the supervision of the University of Idaho are accepted by the University on behalf of the Board of Regents.

5. Statute and Code Compliance

- a. All projects must be in compliance with Section 504 of the Rehabilitation Act of 1973 and must provide access to all persons. All projects must be in compliance with applicable state and local building and life-safety codes and applicable local land-use regulations as provided in Chapter 41, Title 39, and Section 67-6528, Idaho Code.
- b. In designing and implementing construction projects, due consideration must be given to energy conservation and long-term maintenance and operation savings versus short-term capital costs.

IDAHO STATUTES

Idaho Code § 57-822 (2008)
§ 57-822. INL settlement fund

(1) There is hereby established in the state treasury a fund, separate and apart from all other public moneys or funds of this state, to be known as the INL settlement fund.

(2) The fund shall consist of all payments received from the U.S. department of energy, or a successor agency, pursuant to the 1995 court approved settlement between the state of Idaho, the U.S. department of energy and the U.S. navy.

(3) Moneys in the fund may be expended by the office of the governor, consistent with the terms of the court approved settlement, to mitigate the impacts of the Idaho national laboratory workforce restructuring on the Idaho economy by furthering the creation of sustainable jobs and diversification of the southeastern Idaho economy, and for other purposes mutually acceptable to the governor of the state of Idaho and the U.S. department of energy.

(4) All moneys placed in the fund are hereby continuously appropriated to the office of the governor for the purposes described in this section.

(5) Pending use, surplus moneys in the fund shall be invested by the state treasurer in the same manner as provided under *section 67-1210, Idaho Code*. Interest earned on the investments shall be returned to the fund.

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LEWIS-CLARK STATE COLLEGE

SUBJECT

Acquisition of three strategically-situated properties along the western edge of campus to ameliorate parking shortages

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.1 through V.I.2

BACKGROUND

LCSC has begun preliminary discussions with three property owners along the College's western border on 4th Street, in Lewiston's Normal Hill area. Acquisition of these three properties—the only remaining properties not owned by LCSC on 4th Street, between 11th Ave and 7 Ave—is needed in order to complete the final phase of LCSC's 4th Ave parking project. Two of the properties are homes, and the College recently received permission to appraise the properties and begin negotiations to purchase the houses. The third property is already leased from the current owners and used as a parking lot—this property was appraised by the College in October 2007 during the search for locations for the College's new Nursing/Health Sciences building or associated parking. Discussions with the owners of this third site (whose annual lease for use by LCSC as a parking lot runs through August 2008), indicates that the owners are seeking compensation well above the appraised market value of the property, and the College believes it may become necessary to exercise its eminent domain rights to acquire the property at a fair price.

DISCUSSION

Parking shortages at LCSC are an acute, continuing problem and a source of tension with the College's Normal Hill neighbors (who bear the brunt of off-campus parking by students and staff who cannot be accommodated in the limited number of College parking spaces currently available on campus). Approximately 800 parking slots on campus are available to support over 3,000 students and over 500 faculty and staff. The Lewiston City Council has urged the College to take concrete steps to address parking needs. Parking congestion on neighborhood streets near the College was exacerbated last year when a number of residential blocks voted to ban non-residents from parking along their streets. A multi-phased project to expand parking on the west side of campus will ameliorate the problem, but completion of the full project, which includes vacation of four blocks along 4th Street, cannot be completed until LCSC acquires the three remaining properties on 4th Street, adjacent to the College.

Attachment 3 provides an overhead view of the properties in question. The properties highlighted in red are already owned by the College. Those shaded in blue (indicated by the three red arrows on the map) are privately owned. The

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properties labeled #3 (1014 4th St) and #6 (1024 4th St) are modest single dwellings. The northernmost property labeled #38A is currently used as a parking lot and has been leased to the College on a yearly basis by the owners. LCSC was unsuccessful in recent discussions regarding the possibility of acquiring the #38A property at fair market value [a copy of the November 2007 appraisal is at Attachment 7] to support the new Nursing/Health Sciences building—and the owners have intimated that they may not renew the College's lease and are considering developing the area as a residential site to increase its price.

The area (already owned by the College) immediately north of the leased parking lot is now being used as a staging area during the construction of the new Nursing/Health Sciences building, and it will be paved as a permanent parking lot upon completion of the building, using existing funds within the overall Design-Build project. Construction is currently underway on the two central blocks along 4th Street (between 10th Ave and 8th Ave) to provide additional parking prior to the start of the fall semester. Phase II of the 4th Street parking project would add the two remaining blocks for expanded parking (between 11th Ave and 7th Ave) as part of LCSC's approved Permanent Building Fund request for FY09.

LCSC requests that the Board approve continued negotiations with the three affected property owners (final offers will not be made without subsequent Board approval of terms), and that the Board sign the resolution at Attachment 8, which would authorize the College President to file suit to condemn the third property (leased lot) under the Institution's eminent domain authority, should this become necessary.

IMPACT

Current funding from approved Permanent Building Fund projects and, if necessary, from institutional reserves, is sufficient to purchase the three properties in question. Two other property acquisitions, previously approved by the Board, have been deferred in order to concentrate resources on the acquisition of the three strategic sites on the west edge of campus as part of the scope of the 4th Street parking expansion effort. We believe local community members and local officials will support this effort, even if, as a final resort, it becomes necessary to invoke eminent domain in order to acquire one or more of the properties. At this point in time, only the third property (the lot currently in use as a parking lot) poses a need for urgency with respect to obtaining the Board's approval for LCSC to exercise its eminent domain rights, in light of the complications that might ensue if the owns were to non-renew the long-running lease (which expires on August 31, 2008) and deny the College access to the property.

ATTACHMENTS

Attachment 1 – Idaho Statutes, Title 7, Chap. 7, Eminent Domain
Attachment 2 – Overhead chart of LCSC-owned properties

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Attachment 3 – Photo, property #3, 1024 4th St	Page 14
Attachment 4 – Photo, property #6, 1024 4th St	Page 15
Attachment 5 – Photo, property #38A, leased parking lot	Page 16
Attachment 6 – LCSC appraisal of #38A	Page 17
Attachment 7 – Board resolution - eminent domain, if needed	Page 31

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comment.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College to negotiate with the owners of the properties at 1014 4th St., 1024 4th St., and the leased property on Lots 5, 6, and 7, Block 2, Holcomb's First Addition, Lewiston; and to approve the attached resolution authorizing LCSC to acquire fee title to the third-named property (Lots 5, 6, and 7) by condemnation under the provisions of Idaho Code, should the President of LCSC determine that such action is necessary.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

Idaho Statutes

Title 7 Special Proceedings

Chapter 7 Eminent Domain

7-701. USES FOR WHICH AUTHORIZED. Subject to the provisions of this chapter, the right of eminent domain may be exercised in behalf of the following public uses:

1. Public buildings and grounds for the use of the state, and all other public uses authorized by the legislature.
2. Public buildings and grounds for the use of any county, incorporated city or school district; canals, aqueducts, flumes, ditches or pipes for conducting water for use on state property or for the use of the inhabitants of any county or incorporated city, or for draining state property for any county or incorporated city, raising the banks of streams, removing obstructions therefrom and widening, deepening or straightening their channels, roads, streets, alleys, and all other public uses for the benefit of the state or of any county, incorporated city or the inhabitants thereof.
3. Wharves, docks, piers, chutes, booms, ferries, bridges, toll roads, byroads, plank and turnpike roads, steam, electric and horse railroads, reservoirs, canals, ditches, flumes, aqueducts and pipes, for public transportation supplying mines and farming neighborhoods with water, and draining and reclaiming lands, and for storing and floating logs and lumber on streams not navigable.
4. Roads, tunnels, ditches, flumes, pipes and dumping places for working mines; also outlets, natural or otherwise, for the flow, deposit or conduct of tailings or refuse matter from mines; also, an occupancy in common by the owners or possessors of different mines of any place for the flow, deposit or conduct of tailings or refuse matter from their several mines.
5. Byroads, leading from highways to residences and farms.
6. Telephones, telegraph and telephone lines.
7. Sewerage of any incorporated city.
8. Cemeteries for the burial of the dead, and enlarging and adding to the same and the grounds thereof.
9. Pipe lines for the transmission, delivery, furnishing or distribution of natural or manufactured gas for light, heat or power, or for the transportation of crude petroleum or petroleum products; also for tanks, reservoirs, storage, terminal and pumping facilities, telephone, telegraph and power lines necessarily incident to such pipe lines.
10. Snow fences or barriers for the protection of highways from drifting snow.
11. Electric distribution and transmission lines for the delivery, furnishing, distribution, and transmission of electric current for power, lighting, heating or other purposes; and structures, facilities and equipment for the production, generation, and manufacture of electric current for power, lighting, heating or other purposes.

7-701A. LIMITATION ON EMINENT DOMAIN FOR PRIVATE PARTIES, URBAN RENEWAL OR ECONOMIC DEVELOPMENT PURPOSES.

(1) This section limits and restricts the use of eminent domain under the laws of this state or local ordinance by the state of Idaho, its instrumentalities, political subdivisions, public agencies, or bodies corporate and politic of the state to condemn any interest in property in order to convey the condemned interest to a private interest or person as provided herein.

(2) Eminent domain shall not be used to acquire private property:

(a) For any alleged public use which is merely a pretext for the transfer of the condemned property or any interest in that property to a private party; or

(b) For the purpose of promoting or effectuating economic development; provided however, that nothing herein shall affect the exercise of eminent domain:

- (i) Pursuant to chapter 15, title 70, Idaho Code, and title 42, Idaho Code; or
- (ii) Pursuant to chapters 19, 20 or 29, title 50, Idaho Code, except that no private property shall be taken through exercise of eminent domain within the area of operation of a housing authority or within an urban renewal area or within a deteriorated or deteriorating area or within a competitively disadvantaged border community area unless the specific property to be condemned is proven by clear and convincing evidence to be in such condition that it meets all of the requirements:
 - 1. The property, due to general dilapidation, compromised structural integrity, or failed mechanical systems, endangers life or endangers property by fire or by other perils that pose an actual identifiable threat to building occupants; and
 - 2. The property contains specifically identifiable conditions that pose an actual risk to human health, transmission of disease, juvenile delinquency or criminal content; and
 - 3. The property presents an actual risk of harm to the public health, safety, morals or general welfare; or
- (iii) For those public and private uses for which eminent domain is expressly provided in the constitution of the state of Idaho.

(3) This section shall not affect the authority of a governmental entity to condemn a leasehold estate on property owned by the governmental entity.

(4) The rationale for condemnation by the governmental entity proposing to condemn property shall be freely reviewable in the course of judicial proceedings involving exercise of the power of eminent domain.

7-702. ESTATES SUBJECT TO TAKING. The following is a classification of the estates and rights in lands subject to be taken for public use:

- 1. A fee simple, when taken for public buildings or grounds, or for permanent buildings, for reservoirs and dams and permanent flooding occasioned thereby, or for an outlet for a flow, or a place for the deposit of debris or tailings of a mine.
- 2. An easement, when taken for any other use.
- 3. The right of entry upon, and occupation of, lands, and the right to take therefrom such earth, gravel, stones, trees and timber as may be necessary for some public use.

7-703. PRIVATE PROPERTY SUBJECT TO TAKING. The private property which may be taken under this chapter includes:

- 1. All real property belonging to any person.
- 2. Lands belonging to the government of the United States, to this state, or to any county, incorporated city, or city and county, village or town, not appropriated to some public use.
- 3. Property appropriated to public use; but such property shall not be taken unless for a more necessary public use than that to which it has been already appropriated.
- 4. Franchises for toll roads, toll bridges and ferries, and all other franchises; but such franchises shall not be taken unless for free highways, railroads or other more necessary public use.
- 5. All rights of way for any and all the purposes mentioned in section 7-701, and any and all structures and improvements thereon, and the lands held or used in connection therewith, shall be subject to be connected with, crossed or intersected by any other right of way or improvements or structures thereon. They shall also be subject to a limited use, in common with the owners thereof, when necessary, but such uses, crossings, intersections and connections shall be made in the manner most compatible with the greatest public benefit and least private injury.

6. All classes of private property not enumerated may be taken for public use when such taking is authorized by law.

7-704. FACTS PREREQUISITE TO TAKING. Before property can be taken it must appear:

1. That the use to which it is to be applied is a use authorized by law.
2. That the taking is necessary to such use.
3. If already appropriated to some public use, that the public use to which it is to be applied is a more necessary public use.
4. In addition, for an electrical transmission line with a capacity in excess of two hundred thirty (230) KV (kilovolts), to be constructed over private real property actively devoted to agriculture, that a public meeting shall have been held following ten (10) days' notice, as provided by section 60-109, Idaho Code, being published in a newspaper of general circulation in each county or counties in which the transmission line is proposed to be located with the last publication of the legal notice having occurred prior to the public meeting at which testimony from interested persons regarding the transmission line location is received.

7-704A. ACQUISITION OF OMITTED LANDS -- ESCROW OF FUNDS. (1) The state of Idaho, or any of its political subdivisions, in exercising [exercising] its powers of eminent domain, shall acquire and pay full value for all lands classified as omitted lands under federal legislation as though the state of Idaho or any political subdivision thereof were receiving fee simple title.

(2) The state of Idaho or any political subdivision thereof shall be entitled to escrow the funds for the acquisition of the omitted lands until a letter of acquiescence or other documentation is received from the federal government, at which time all of the funds shall be remitted to the landholder.

7-705. SURVEY AND LOCATION OF LAND. In all cases where land is required for public use the state or its agents in charge of such use may survey and locate the same, but it must be located in the manner which will be most compatible with the greatest public good and the least private injury, and subject to the provisions of this chapter. The state or its agents in charge of such public use, may enter upon the land and make examinations, surveys and maps thereof, and such entry shall constitute no cause for action in favor of the owners of the land, except for injuries resulting from negligence, wantonness or malice.

7-706. JURISDICTION IN DISTRICT COURT -- COMMENCEMENT OF PROCEEDINGS. All proceedings under this chapter must be brought in the district court for the county in which the property is situated. They must be commenced by filing a complaint and issuing a summons thereon.

7-707. COMPLAINT. The complaint must contain:

1. The name of the corporation, association, commission or person in charge of the public use for which the property is sought, who must be styled plaintiff.
2. The names of all owners and claimants of the property, if known, or a statement that they are unknown, who must be styled defendants.
3. A statement of the right of the plaintiff.
4. If a right-of-way be sought, the complaint must show the location, general route and termini, and must be accompanied with maps thereof.
5. A description of each piece of land sought to be taken, and whether the same includes the whole, or only a part, of an entire parcel or tract. All parcels lying in the county, and required for the same public use, may be included in the same or separate proceedings, at the option of the plaintiff, but the court may consolidate or separate them to suit the convenience of the parties.
6. An order of condemnation, or resolution, or other official and binding document entered by the plaintiff which sets forth and clearly identifies all property rights to be acquired including rights to

and from the public way, and permanent and temporary easements known or reasonably identifiable to the condemning authority.

7. In all cases where the owner of the lands sought to be taken resides in the county in which said lands are situated, a statement that the plaintiff has sought, in good faith, to purchase the lands so sought to be taken, or settle with the owner for the damages which might result to his property from the taking thereof, and was unable to make any reasonable bargain therefor, or settlement of such damages; but in all other cases these facts need not be alleged in the complaint, or proved.

7-708. SUMMONS. The clerk must issue a summons, which must contain the names of the parties, a general description of the whole property, a statement of the public use for which it is sought, and a reference to the complaint for descriptions of the respective parcels, and a notice to the defendants to appear and show cause why the property described should not be condemned as prayed for in the complaint. In all other particulars it must be in the form of a summons in civil actions, and must be served in like manner.

7-710. POWERS OF COURT. The court shall have power:

1. To regulate and determine the place and manner of making connections and crossings, or of enjoying the common use mentioned in the fifth subdivision of section 7-703.
2. To hear and determine all adverse or conflicting claims to the property sought to be condemned, and to the damages therefor.
3. To determine the respective rights of different parties seeking condemnation of the same property.

7-711. ASSESSMENT OF DAMAGES. The court, jury or referee must hear such legal testimony as may be offered by any of the parties to the proceedings, and thereupon must ascertain and assess:

1. The value of the property sought to be condemned, and all improvements thereon pertaining to the realty, and of each and every separate estate or interest therein; if it consists of different parcels, the value of each parcel and each estate or interest therein shall be separately assessed. For purposes of ascertaining the value of the property, the minimum amount for damages shall be the greater of the assessed value for property tax purposes unless the court, jury or referee finds the property has been altered substantially, or the plaintiff's highest prelitigation appraisal.

2. If the property sought to be condemned constitutes only a part of a larger parcel: (a) the damages which will accrue to the portion not sought to be condemned, by reason of its severance from the portion sought to be condemned, and the construction of the improvement in the manner proposed by the plaintiff; and (b) the damages to any business qualifying under this subsection having more than five (5) years' standing which the taking of a portion of the property and the construction of the improvement in the manner proposed by the plaintiff may reasonably cause. The business must be owned by the party whose lands are being condemned or be located upon adjoining lands owned or held by such party. Business damages under this subsection shall not be awarded if the loss can reasonably be prevented by a relocation of the business or by taking steps that a reasonably prudent person would take, or for damages caused by temporary business interruption due to construction; and provided further that compensation for business damages shall not be duplicated in the compensation otherwise awarded to the property owner for damages pursuant to subsections (1) and (2)(a) of this section 7-711, Idaho Code.

- (i) If the business owner intends to claim business damages under this subsection, the owner, as defendant, must submit a written business damage claim to the plaintiff within ninety (90) days after service of the summons and complaint for condemnation. The plaintiff's initial offer letter or accompanying information must expressly inform the defendant of its rights under this subsection, and must further inform the defendant of its right to consult with an attorney.

- (ii) The defendant's written claim must be sent to the plaintiff by certified mail, return receipt requested. Absent a showing of a good faith justification for the failure to submit a business

damage claim within ninety (90) days, or an agreed extension by the parties, the court shall strike the defendant's claim for business damages in any condemnation proceeding.

(iii) The business damage claim must include an explanation of the nature, extent, and monetary amount of such claimed damages and must be prepared by the owner, a certified public accountant, or a business damage expert familiar with the nature of the operations of the defendant's business. The defendant shall also provide the plaintiff with copies of the defendant's business records that substantiate the good faith offer to settle the business damage claim. The business damage claim must be clearly segregated from the claim for property damages pursuant to subsections (1) and (2)(a) of this section 7-711, Idaho Code.

(iv) As used in this subsection, the term "business records" includes, but is not limited to, copies of federal and state income tax returns, state sales tax returns, balance sheets, and profit and loss statements for the five (5) years preceding which are attributable to the business operation on the property to be acquired, and other records relied upon by the business owner that substantiate the business damage claim.

(v) The plaintiff's good faith in failing to offer compensation for business damages shall not be contested at a possession hearing held pursuant to section 7-721, Idaho Code, if the defendant has not given notice of its intent to claim business damages prior to the date of filing of the motion that initiates the proceeding under that section.

3. Separately, how much the portion not sought to be condemned, and each estate or interest therein, will be specially and directly benefited, if at all, by the construction of the improvement proposed by the plaintiff; and if the benefit shall be equal to the damages assessed, under subsection 2. of this section, the owner of the parcel shall be allowed no compensation except the value of the portion taken; but if the benefit shall be less than the damages so assessed, the former shall be deducted from the latter, and the remainder shall be the only damages allowed in addition to the value.

4. If the property sought to be condemned be for a railroad, the cost of good and sufficient fences along the line of such railroad, and the cost of cattle guards where fences may cross the line of such railroad.

5. As far as practicable, compensation must be assessed for each source of damages separately.

6. If the property sought to be condemned is private real property actively devoted to agriculture, the damages which will accrue because of the costs, if any, of farming around electrical transmission line structure(s) for a transmission line with a capacity in excess of two hundred thirty (230) kilovolts. If the property sought to be condemned has been the subject of a previous condemnation proceeding or proceedings for electrical transmission line structure(s) and at the time of condemnation the field holds other electrical transmission line structure(s), such evidence of costs referred to above may also include the cumulative effects, if any, of conducting farming operations around other electrical transmission line structure(s) in the same field, whether such structure(s) are of the condemner or not.

7-711A. ADVICE OF RIGHTS FORM -- RIGHTS WHEN CONDEMNING AUTHORITY

ACQUIRES PROPERTY. Whenever a state or local unit of government or a public utility is beginning negotiations to acquire a parcel of real property in fee simple, the condemning authority shall provide the owner of the property a form containing a summary of the rights of an owner of property to be acquired under this chapter. If the condemning authority does not supply the owner of the real property with this form, there will be a presumption that any sale or contract entered into between the condemning authority and the owner was not voluntary and the condemning authority may be held responsible for such relief, if any, as the court may determine to be appropriate considering all of the facts and circumstances. The form shall contain substantially the following:

(1) The (name of entity allowed to use eminent domain proceedings pursuant to chapter 7, title 7, Idaho Code) has the power under the constitution and the laws of the state of Idaho and the United States to take private property for public use. This power is generally referred to as the power of "eminent domain" or condemnation. The power can only be exercised when:

(a) The property is needed for a public use authorized by Idaho law;

(b) The taking of the property is necessary to such use;
(c) The taking must be located in the manner which will be most compatible with the greatest public good and the least private injury.

(2) The condemning authority must negotiate with the property owner in good faith to purchase the property sought to be taken and/or to settle with the owner for any other damages which might result to the remainder of the owner's property.

(3) The owner of private property to be acquired by the condemning authority is entitled to be paid for any diminution in the value of the owner's remaining property which is caused by the taking and the use of the property taken proposed by the condemning authority. This compensation, called "severance damages," is generally measured by comparing the value of the property before the taking and the value of the property after the taking. Damages are assessed according to Idaho Code.

(4) The value of the property to be taken is to be determined based upon the highest and best use of the property.

(5) If the negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to assessment of damages from a court, jury or referee as provided by Idaho law.

(6) The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process at the owner's cost and expense.

(7) The condemning authority shall deliver to the owner, upon request, a copy of all appraisal reports concerning the owner's property prepared by the condemning authority. Once a complaint for condemnation is filed, the Idaho rules of civil procedure control the disclosure of appraisals.

(8) The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which the condemning authority condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by the condemning authority by ten percent (10%) or more, the condemning authority may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

(9) The form contemplated by this section shall be deemed delivered by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the county assessor as the owner of the property. A second copy will be attached to the appraisal at the time it is delivered to the owner.

(10) If a condemning authority desires to acquire property pursuant to this chapter, the condemning authority or any of its agents or employees shall not give the owner any timing deadline as to when the owner must respond to the initial offer which is less than thirty (30) days. A violation of the provisions of this subsection shall render any action pursuant to this chapter null and void.

(11) Nothing in this section changes the assessment of damages set forth in section 7-711, Idaho Code.

7-712. DAMAGES -- DATE OF ACCRUAL. For the purpose of assessing compensation and damages, the right thereto shall be deemed to have accrued at the date of the summons, and its actual value, at that date, shall be the measure of compensation for all property to be actually taken, and the basis of damages to property not actually taken, but injuriously affected, in all cases where such damages are allowed, as provided in the last section. No improvements put upon the property subsequent to the date of the service of summons shall be included in the assessment of compensation or damages. The compensation and damages awarded shall draw lawful interest from the date of the summons.

7-713. CURING DEFECTIVE TITLE. If the title attempted to be acquired is found to be defective from any cause, the plaintiff may again institute proceedings to acquire the same as in this chapter prescribed.

7-714. PAYMENT OF DAMAGES. The plaintiff must, within thirty (30) days after final judgment, pay the sum of money assessed, but may, at the time of or before payment, elect to build the fences and cattle

guards, and, if he so elect, shall execute to the defendant a bond, with sureties to be approved by the court, in double the assessed cost of the same, to build such fences and cattle guards within eight (8) months from the time the railroad is built on the land taken, and, if such bond is given, need not pay the cost of such fences and cattle guards. In an action on such bond the plaintiff may recover reasonable attorney's fees.

7-715. PAYMENT OF DAMAGES -- FAILURE TO MAKE PAYMENT. Payment may be made to the defendants entitled thereto, or the money may be deposited in court for the defendants, and be distributed to those entitled thereto. If the money be not so paid or deposited, the defendants may have execution as in civil cases; and if the money cannot be made on execution, the court, upon a showing to that effect, must set aside and annul the entire proceedings, and restore possession of the property to the defendant, if possession has been taken by the plaintiff.

7-716. FINAL ORDER OF CONDEMNATION. When payments have been made and the bond given, if the plaintiff elects to give one, as required by the last two (2) sections, the court must make final order of condemnation, which must describe the property condemned and the purposes of such condemnation. A copy of the order must be filed in the office of the recorder of the county, and thereupon the property described therein shall vest in the plaintiff for the purposes therein specified.

7-717. POSSESSION BY PLAINTIFF -- PAYMENT OF DAMAGES -- APPOINTMENT OF COMMISSIONERS. At any time after trial and judgment entered, or pending an appeal from the judgment to the Supreme Court, whenever the plaintiffs shall have paid into the court for the defendant the full amount of the judgment, and such further sum as shall be required by the court as a fund to pay any further damages and costs that may be recovered in said proceedings, as well as all damages that may be sustained by the defendant, if for any cause the property shall not be finally taken for public use, the district court in which the proceeding was tried may, upon notice of not less than ten (10) days, authorize the plaintiff, if already in possession, to continue therein, and if not, to take possession of and use the property during the conclusion of the litigation, and may, if necessary, stay all actions and proceedings against the plaintiff on account thereof.

The defendant who is entitled to the money paid into court for him upon any judgment, shall be entitled to demand and receive the same at any time thereafter, upon obtaining an order therefor from the court. It shall be the duty of the court, or the judge thereof, upon application being made by such defendant, to order and direct that the money so paid into court for him, be delivered to him upon his filing a satisfaction of the judgment, or upon his filing a receipt therefor, and an abandonment of all defenses to the action or proceeding, except as to the amount of damages that he may be entitled to in the event that a new trial shall be granted. A payment to a defendant as aforesaid shall be held to [be] an abandonment by such defendant of all defenses interposed by him, excepting his claim for greater compensation. The court may order the money to be deposited in the county treasury, and in such case it shall be the duty of the treasurer to receive all such moneys, duly receipt for, and safely keep the same, and to pay out such moneys in such manner, and at such times, as the court or judge thereof may direct, and for such duty he shall be liable to the plaintiff upon his official bond; provided further, that at any time after the commencement of proceedings in the district court, as provided for in this chapter, to condemn property, and upon ten (10) days' notice to the adverse party, the district court or the judge thereof may appoint three (3) disinterested persons, who shall be residents of the county in which the land is situated, as commissioners to assess and determine the damages that the defendant will sustain by reason of the condemnation and appropriation of the property described in the complaint, and the said commissioners shall, before entering upon the discharge of their duties, take and subscribe an oath to faithfully and impartially discharge their duties as such commissioners. Such commissioners shall, within five (5) days of their appointment, give notice in writing of the time and place where they will meet for the purpose aforesaid, which time shall not be less than five (5) days nor more than ten (10) days from the date of giving said notice, and which place shall be within five (5) miles of the premises aforesaid, unless

another time or place is agreed upon by the commissioners and the parties. At the time and place mentioned in such notice they may administer oaths to witnesses, and hear the evidence offered by the parties, and, after viewing the premises, shall report in writing their proceedings and the damages which they find the defendant will sustain by reason of the condemnation and appropriation of said property, which report shall be signed by said commissioners, or a majority thereof, and be filed in the office of the clerk of the district court in which such action shall be pending within ten days of the date of the conclusion of the commissioners' proceedings unless additional time therefor is granted by the court or judge thereof; and at any time after payment to the defendant of the amount so assessed and found by said commissioners as damages, or in case the defendant shall refuse to receive the same, then at any time after such amount shall be deposited with the clerk of the said court to abide the result of said action, the plaintiff may enter upon, and take possession of and use, the property mentioned in the complaint and do such work thereon as may be required for the easement or title sought according to its nature, until the final conclusion of the litigation concerning the same: provided further, that at the time of making such payment to the defendant of the amount so assessed and found by said commissioners as damages, or in case the defendant shall refuse to receive the same, then at any time after such amount shall be deposited with the clerk of the said court to abide the result of said action, the plaintiff may elect to build the fences, cattle guards and other structures by said commissioners found to be necessary, and may execute to the defendant a bond as provided in Section 7-714.

7-718. COSTS. Costs may be allowed or not, and, if allowed, may be apportioned between the parties on the same or adverse sides in the discretion of the court.

7-720. APPLICATION TO MUNICIPALITIES. Nothing in this code must be construed to abrogate or repeal any statute provided for the taking of property in any municipality for street purposes. Any municipality at its option may exercise the right of eminent domain under the provisions of this chapter for any of the uses and purposes mentioned in sections 50-1124 and 50-1125, in like manner and to the same extent as for any of the purposes mentioned in section 7-701.

7-721. POSSESSION BY PLAINTIFF PENDING TRIAL. In any proceeding under the provisions of this chapter for the acquisition of real property, the plaintiff may take possession of and use such property at any time after just compensation has been judicially determined and payment thereof made into court. Judicial determination shall be satisfied by the following requirements:

(1) At any time after an action for condemnation has been commenced under the provisions of this chapter and after the defendant has made an appearance, the plaintiff may file a motion asking that said plaintiff be placed in lawful possession of and have the use of said property and the court shall fix a date, not less than ten (10) or more than twenty (20) days after the filing of such motion, for the hearing thereon and shall require due notice to be given to each party to the proceedings whose interest would be affected by the requested taking. Notice herein shall be given as provided in rule 5(a) or 5(b), as the case may be, of the Idaho rules of civil procedure.

If the defendant has not appeared, but is not in default, plaintiff may proceed as herein provided twenty (20) days after the action shall have been commenced by serving the motion and notice of the hearing in the same manner as required for service of summons.

(2) At the hearing the court shall first determine whether or not plaintiff (a) has the right of eminent domain, (b) whether or not the use to which the property is to be applied is a use authorized by law, (c) whether or not the taking is necessary to such use, and (d) whether or not plaintiff has sought, in good faith, to purchase the lands sought to be taken and the court shall enter an order thereon which shall be a final order as to these issues and an appeal may be taken therefrom; provided, however, no appeal therefrom shall stay further proceedings.

(3) If the matters in the preceding subsection are determined in favor of the plaintiff the court shall hear the issues raised by the plaintiff's motion for taking and shall receive such evidence as it may consider necessary and proper for a finding of just compensation, but the court may limit the number of

witnesses presented by any party to the action, and, in its discretion, may appoint a disinterested appraiser as an agent of the court to evaluate the property to which the motion relates and to report his conclusions to the court within ten (10) days from the date of his appointment; and the court shall fix his fee which shall be paid by the plaintiff. The court shall within five (5) days after the hearing, or if it shall appoint an appraiser, within five (5) days after receiving his report, make an order of determination of just compensation.

(4) Neither the order of the court determining just compensation, nor the amount of the deposit, nor the report of the appraiser appointed by the court shall be admissible in evidence in further proceedings under this section.

(5) After the court has entered its order of determination of the amount of just compensation, the plaintiff may deposit such amount with the court and the court shall thereupon enter an order fixing a date from which the plaintiff shall be entitled to take possession of and use the property. After such deposit and order have been made the cause shall proceed to trial in the regular manner.

(6) Any party defendant may file with the court an application to withdraw his share of the amount deposited by the plaintiff. Such application may be filed at any time after the court has entered its order placing plaintiff in possession and use of the property. If there be only one (1) defendant in the action, the court shall authorize the requested withdrawal of funds, but if there shall be more than one (1) defendant the court shall fix a date for hearing on the application to withdraw funds and shall require notice to be given to each party whose interest would be affected by such withdrawal. After hearing the court shall determine the share of the funds deposited to which the defendants or any of them are lawfully entitled and shall authorize the withdrawal requested or such part thereof as shall be proper.

(7) If more than eighty percent (80%) of the amount deposited is withdrawn, the defendant or defendants making the withdrawal shall be required to make a written undertaking, executed by two (2) or more sufficient sureties, approved by the court, to the effect that they are bound to the plaintiff for the payment to it of such sum by which the amount withdrawn shall exceed the amount of the award finally determined upon trial of the cause.

(8) Upon trial of the cause the court shall enter judgment against the plaintiff for the amount of the award, and the plaintiff shall pay to the defendant or defendants the amount, if any, by which such judgment exceeds the amount previously deposited; provided that if the award and judgment shall be less than the amount withdrawn under subsection (6) of this section, the defendant or defendants shall refund the difference to the clerk of the court and if such refund is not made within thirty (30) days the court shall enter judgment in favor of the plaintiff and against such defendant or defendants for the amount of the difference.

(9) After plaintiff has deposited with the court the amount determined by the court to be just compensation, no interest shall accrue on the amount so deposited.









INVOICE**FROM:**

Wayne T. Agee
Western Appraisal
1014 Main St.
Lewiston, ID 83501

Telephone Number: (208) 746-9891

Fax Number: (208) 746-9895

INVOICE NUMBER

RL5552

DATE

Fielded 10/26/2007

REFERENCE

Internal Order #: RL5552

Lender Case #:

Client File #:

Main File # on form: RL5552

Other File # on form: RL5552

Federal Tax ID:

Employer ID:

TO:

Chet Herbst
Lewis-Clark State College
500 8th Ave.
Lewiston, ID 83501

Telephone Number: 792-2240

Fax Number:

Alternate Number:

E-Mail: lkloewen@lcsc.edu

DESCRIPTION

Lender: Lewis-Clark State College

Client: Lewis-Clark State College

Purchaser/Borrower: N/A

Property Address: RPL0620002007AA & RPL0620002005CA

City: Lewiston

County: Nez Perce

State: ID

Zip: 83501

Legal Description: See Attached Legal Descriptions

FEES**AMOUNT**

Bare Land Appraisal

400.00

SUBTOTAL

400.00

PAYMENTS**AMOUNT**

Check #:

Date:

Description:

Check #:

Date:

Description:

Check #:

Date:

Description:

SUBTOTAL

TOTAL DUE

\$

400.00

LAND APPRAISAL REPORT

RL5552

File No. RL5552

IDENTIFICATION

Borrower

N/A

Census Tract

170043-99

Map Reference

35-A

Property Address

RPL0620002007AA & RPL0620002005CA

City

Lewiston

County

Nez Perce

State

ID

Zip Code

83501

Legal Description

See Attached Legal Descriptions

Sale Price \$

N/A

Date of Sale

N/A

Loan Term

N/A

yrs.

Property Rights Appraised

☒ Fee

☐ Leasehold

☐ De Minimis PUD

Actual Real Estate Taxes \$

662.90

(yr)

Loan charges to be paid by seller \$

N/A

Other sales concessions

N/A

Lender/Client

Lewis-Clark State College

Address

500 8th Ave., Lewiston, ID 83501

Occupant

Appraiser

Wayne T. Agee

Instructions to Appraiser

Determine an opinion of the current market value of the subject bare land.

NEIGHBORHOOD

Location

☒ Urban

☐ Suburban

☐ Rural

Built Up

☒ Over 75%

☐ 25% to 75%

☐ Under 25%

Growth Rate

☐ Fully Dev.

☐ Rapid

☒ Steady

☐ Slow

Property Values

☐ Increasing

☒ Stable

☐ Declining

Demand/Supply

☐ Shortage

☒ In Balance

☐ Oversupply

Marketing Time

☐ Under 3 Mos.

☒ 4-6 Mos.

☐ Over 6 Mos.

Present Land Use

70% 1 Family

7% 2-4 Family

5% Apts.

.5% Condo

10% Commercial

.5% Industrial

2% Vacant

5% Bare Land

Change in Present Land Use

☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

Predominant Occupancy

☒ Owner

☐ Tenant

% Vacant

Single Family Price Range

\$ 50,000

to \$ 685,000

Predominant Value \$ 135,000

Single Family Age

1 yrs. to

120 yrs.

Predominant Age

40 yrs.

Employment Stability

Good

Avg.

Fair

Poor

☐

☒

☐

☐

Convenience to Employment

☒

☐

☐

☐

Convenience to Shopping

☐

☒

☐

☐

Convenience to Schools

☒

☐

☐

☐

Adequacy of Public Transportation

☒

☐

☐

☐

Recreational Facilities

☒

☐

☐

☐

Adequacy of Utilities

☒

☐

☐

☐

Property Compatibility

☒

☐

☐

☐

Protection from Detrimental Conditions

☐

☒

☐

☐

Police and Fire Protection

☒

☐

☐

☐

General Appearance of Properties

☐

☒

☐

☐

Appeal to Market

☐

☒

☐

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise):

The subject is located in a primarily single family residential neighborhood with commercial properties located on the arterial streets directly adjacent to Lewis-Clark State College.

Employment, schools and retail shopping are a short commute from the subject property. Single family residential properties in the neighborhood vary in size, style, age and value. Sites vary in size from 3,500 sq. ft. to 12,000 sq. ft.

SITE

Dimensions

120' x 142'

=

17,040

Sq. Ft. or Acres

☐ Corner Lot

Zoning classification

R3 Medium Density Residential

Present Improvements

☒ do

☐ do not conform to zoning regulations

Highest and best use

☐ Present use

☒ Other (specify) Mult-Family Residential Site. SEE ATTACHED SUPPLMENTAL ADDENDUM.

Public

☐

Other (Describe)

Available

Elec.

☐

Gas

☐

Water

☐

San. Sewer

☐

☐

Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access

☒ Public

☐ Private

Surface

Asphalt

Maintenance

☒ Public

☐ Private

☒ Storm Sewer

☒ Curb/Gutter

☒ Sidewalk

☒ Street Lights

Topo

Level

Size

Large Residential

Shape

Rectangular

View

Average

Drainage

Average

Is the property located in a HUD Identified Special Flood Hazard Area?

☒ No

☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions):

No adverse easements, encroachments of other adverse site conditions were noted. No repairs, alterations or inspections are required as conditions to this appraisal report.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these 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 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.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	RPL0620002007AA & RPL0620002005CA Lewiston						
Proximity to Subject							
Sales Price	\$ N/A		\$		\$		\$
Price sq. ft.	\$		\$		\$		\$
Data Source	Obsvtn,CntyRecs						
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION	+ (-) \$ Adjust.	DESCRIPTION	+ (-) \$ Adjust.	DESCRIPTION	+ (-) \$ Adjust.
Location	Lewiston						
Site/View	17,040 sq. ft. / Av						
Topography/Access	Level/Good						
Zoning	R3						
Sales or Financing Concessions	N/A N/A						
Net Adj. (Total)		<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Indicated Value of Subject		Net %	\$	Net %	\$	Net %	\$

Comments on Market Data:

Due to the lack of recent comparable sales in the immediate neighborhood of the subject property, the appraiser has not completed the Sales Comparison Approach Grid above. A summary discussion of the methods used to derive an opinion of market value for the subject property can be found on the attached Supplemental Addendum.

Comments and Conditions of Appraisal:

SEE THE ATTACHED SUPPLEMENTAL ADDENDUM.

RECONCILIATION

Final Reconciliation:

SEE THE ATTACHED SUPPLEMENTAL ADDENDUM.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF

November 02 2007

to be \$ 63,000

The opinion of market value is based upon the sales discussion located on the attached Supplemental Addendum.

Wayne T. Agee

Wayne T. Agee

Appraiser(s)

Review Appraiser (if applicable)

☐ Did

☐ Did Not Physically Inspect Property

Supplemental Addendum

File No. RL5552

Borrower/Client	N/A				
Property Address	RPL0620002007AA & RPL0620002005CA				
City	Lewiston	County	Nez Perce	State	ID Zip Code 83501
Lender	Lewis-Clark State College				

SUBJECT PROPERTY & ANALYSIS

The subject property consists of a 17,040 square foot site located at the intersection of Fourth Street and 8th Avenue. The subject site is located within an R3 zoning which allows for a number of different residential as well as some other non-residential uses for the subject site. There are currently no sales of comparable bare sites which are located within an R3 or R4 zoning in the immediate neighborhood of the subject property. Therefore, the appraiser did not use the standard Sales Comparison Approach grid on the attached Bare Land Appraisal report form. A discussion of the methodologies used in order to determine an opinion of market value for the subject site is described below.

When appraising a bare site the appraiser must always consider the "Highest and Best Use" of the property which is the subject of the appraisal. Highest and Best Use is defined as the legally permissible, economically feasible, physically possible and most maximally profitable use of a site. These four factors are also known as the four tests of Highest and Best Use. The subject site is currently improved with an asphalt parking lot with related site improvements. This is allowed by the current zoning of the subject property (legally permissible) and is economically feasible and physically possible. However an improved parking area is not the most maximally profitable use of the subject site. Upon analysis of the market data collected the appraiser determined that the Highest and Best Use of the subject property is not as an improved parking area, but as a multi-family residential site.

Due to the lack of comparable sales within the subject neighborhood the appraiser extracted sales from the greater market area of Lewiston of R3 site sales with some similarity to the subject site. These sales were then broken down into a dollar per square foot and dollar per unit of value. Dollar per unit of value is an indication of the dollar amount that would be assigned per unit of a multi-family residential building if it were constructed on that site. As an example; If there were a 12,000 sq. ft. site located in an R3 zone that sold for \$30,000, it would have a per unit value of approximately \$7,500. This is calculated by taking the site size divided by the minimum square feet per unit as allowed by zoning, which is 2,500 sq. ft. and then dividing the sales price by that result.
12,000 sq. ft. divided by 2,500 = 4.8 (number of allowed units on the property) 4.8 is rounded down as you cannot have 0.8 of a living unit.
\$30,000 divided by 4 = \$7,500 per unit.

COMPARABLE SALES CHART

Number	1	2	3	4
Sale	White	Eldridge	Frost (Actual)	Frost (Possible)
Location	16th St. & 18th Ave.	5th St. and Linden	Lot 4, Valleyview Est	Lot 4, Valleyview Est
Sales Price	\$128,500	\$81,500	\$55,000	\$55,000
Date	Jun-06	Feb-07	Sep-04	Sep-04
Size	53,941 sq. ft.	24,920 sq. ft.	13,254 sq. ft.	13,254 sq. ft.
Dollar per square foot	\$2.38	\$3.27	\$4.15	\$4.15
Dollar per Unit	\$6,119	\$8,150	\$13,750	\$11,000

As can be seen in the above comparable sales chart, the dollar per square foot range is from \$2.38 to \$4.15 for similar R3 sites in the Lewiston market area. The Dollar per unit range is from \$6,119 to \$13,750.

Comparable sale # 1 is of a much larger site with greater utility and access than the subject site. Therefore it is the least comparable of the sales available, but does give a base line indication for a larger multi-family residential site.

Comparable sale # 2 is the most similar in size, access and utility to the subject site, however, it has an inferior, less central location in the Lewiston Orchards.

Comparable # 3 and # 4 are the same sale. This sale was broken down twice because of what actually occurred and what could have occurred on the site. This sale is of a view site used for the construction of high quality condominium units. The comparable site was purchased for \$55,000 and a four unit building was constructed on site. The site size would have allowed for a 5 unit building. Therefore, comparable # 3 is the break down for the actual 4 unit building that was constructed and # 4 is for the possible 5 unit building that could have been constructed. The comparable sales are superior in location, utility and marketability to the subject site.

Upon adjustment the appraiser has determined that the subject site would have an estimated dollar per square foot and dollar per unit in between comparable sales # 2, # 3 and # 4 at \$3.75 per sq. ft. and \$10,000 per unit.
17,040 square feet x \$3.75 per square foot = \$63,900
6 possible units (17,040 divided by 2,500) x \$10,000 = \$60,000.

RECONCILIATION

The subject site is a possible investment site due to it's location near Lewis-Clark State College, subsequent zoning and Highest and Best Use. A typical investor would most likely weight the dollar per square foot value of a site when determining it's investment potential Therefore, the appraiser has determined that the dollar per square foot indication of value would be the most reliable indication of value.

It is the appraiser's opinion that as of the effective date of November 2, 2007 the subject site would have an estimated market value of approximately \$63,000.

PURPOSE AND FUNCTION: The purpose of this appraisal is to estimate that market value of the subject

Supplemental Addendum

File No. RL5552

Borrower/Client	N/A					
Property Address	RPL0620002007AA & RPL0620002005CA					
City	Lewiston	County	Nez Perce	State	ID	Zip Code 83501
Lender	Lewis-Clark State College					

property defined herein. The function of the appraisal is to assist the above named client in evaluating the subject property for possible purchase. This is not a federally related transaction.

SCOPE OF WORK: This is a summary appraisal report. The appraiser investigated public records on the subject property, physically observed the subject property, researched the market area for economic and sales data and analyzed the data collected using accepted methods. Additional information regarding any of the contents of this appraisal is available from the appraiser's files upon receipt of an authorized request.

Subject Photo Page

Borrower/Client	N/A					
Property Address	RPL0620002007AA & RPL0620002005CA					
City	Lewiston	County	Nez Perce	State	ID	Zip Code 83501
Lender	Lewis-Clark State College					



Subject Front

RPL0620002007AA & RPL0620002005CA
Sales Price N/A
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Lewiston
View 17,040 sq. ft. / Av
Site
Quality
Age



Subject Rear



Subject Street

Comparable Photo Page

Borrower/Client	N/A					
Property Address	RPL0620002007AA & RPL0620002005CA					
City	Lewiston	County	Nez Perce	State	ID	Zip Code 83501
Lender	Lewis-Clark State College					



Comparable 1

WHITE
Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age



Comparable 2

ELDRIDGE
Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age



Comparable 3

FROST
Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

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: RPL0620002007AA & RPL0620002005CA, Lewiston, ID 83501

APPRAISER:

Signature: Wayne T. Agee
Name: Wayne T. Agee
Date Signed: 11/06/2007
State Certification #: _____
or State License #: LRA-1868
State: ID
Expiration Date of Certification or License: 12/30/2007

SUPERVISORY APPRAISER (only if required):

Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

MULTI-PURPOSE SUPPLEMENTAL ADDENDUM

FOR FEDERALLY RELATED TRANSACTIONS

Western Appraisal (208)746-9891

Borrower/Client N/A			
Property Address RPL0620002007AA & RPL0620002005CA			
City Lewiston	County Nez Perce	State ID	Zip Code 83501
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 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 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 \$.

☐ 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 Nez Perce 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.

3 to 6

 months is considered a reasonable marketing period for the subject property based on

The appraiser's records and information gathered from local Real Estate Agents, Brokers and the local MLS.

☒

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

The intended user of this appraisal report is Lewis-Clark State College

☒

APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Appraiser's Signature

Wayne T. Agee

Effective Date

November

Date Prepared

11/06/2007

Appraiser's Name (print)

Wayne T. Agee

Phone #

(208) 746-9891

State ID

☒ License

☐ Certification #

LRA-1868

Tax ID #

☐

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

Date Prepared

Co-Signing Appraiser's Name (print)

Phone #

State

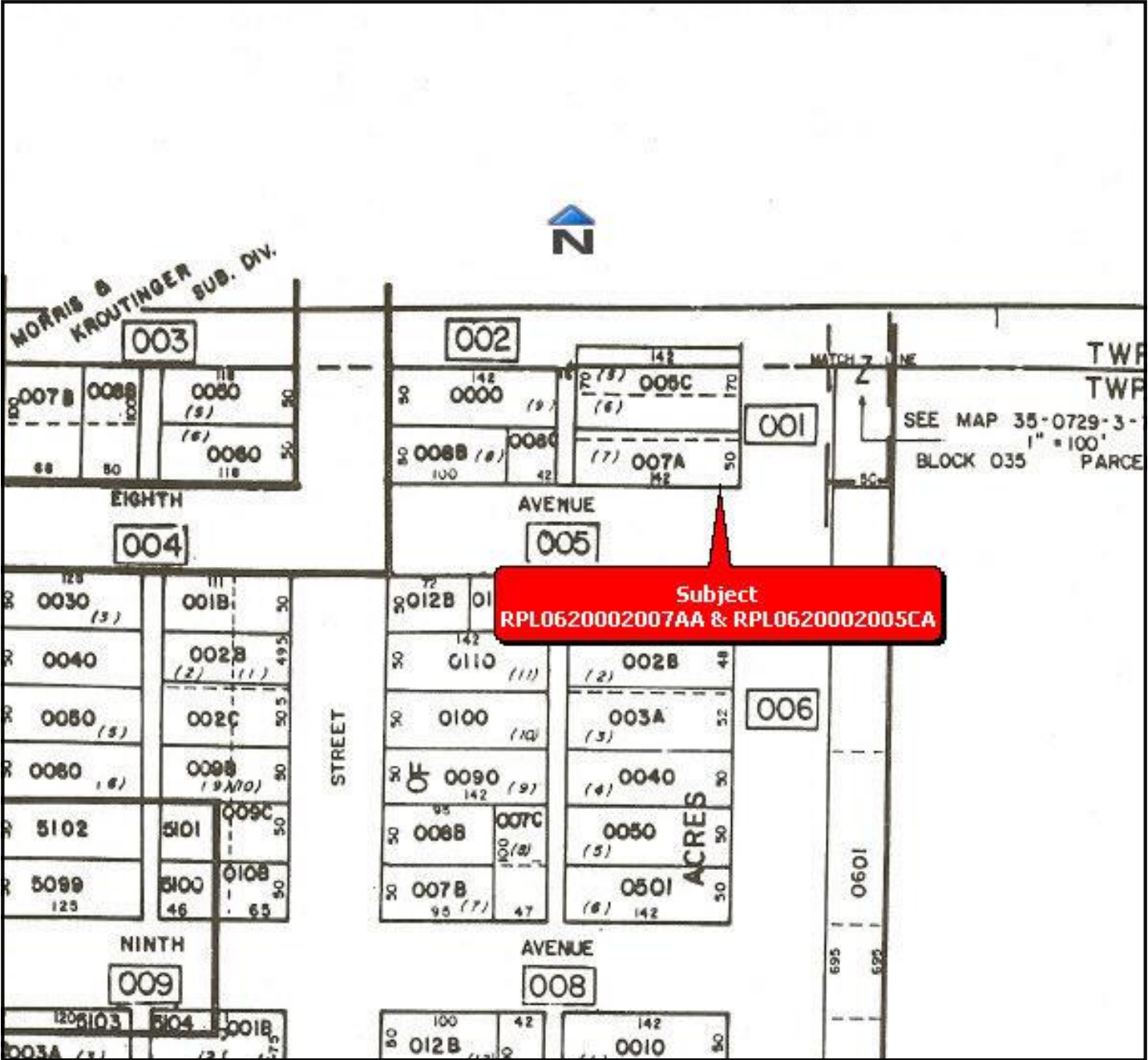
☐ License

☐ Certification #

Tax ID #

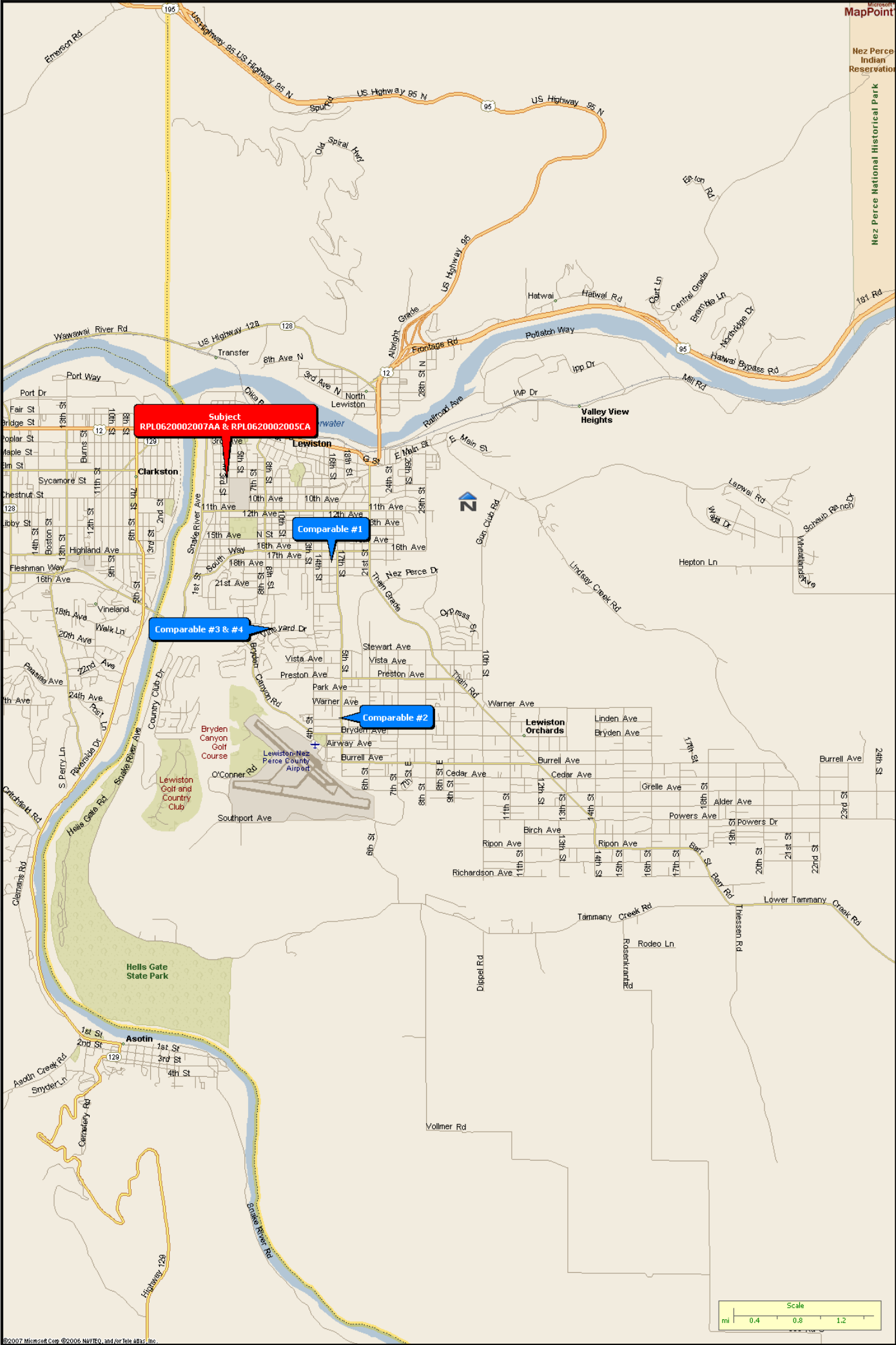
Site Plat

Borrower/Client	N/A				
Property Address	RPL0620002007AA & RPL0620002005CA				
City	Lewiston	County	Nez Perce	State	ID Zip Code 83501
Lender	Lewis-Clark State College				



Location Map

Borrower/Client	N/A				
Property Address	RPL0620002007AA & RPL0620002005CA				
City	Lewiston	County	Nez Perce	State	ID Zip Code 83501
Lender	Lewis-Clark State College				



License

Borrower/Client	N/A						
Property Address	RPL0620002007AA & RPL0620002005CA						
City	Lewiston	County	Nez Perce	State	ID	Zip Code	83501
Lender	Lewis-Clark State College						

**Bureau of Occupational Licenses
Department of Self Governing Agencies**

The person named has met the requirements for licensure and is entitled under the laws and rules of the State of Idaho to operate as a(n)

LICENSED RESIDENTIAL APPRAISER

WAYNE T. AGEE
1014 MAIN ST
600 E. MAIN ST.
LEWISTON ID 83501

Rayola Jacobsen
Rayola Jacobsen
Chief, B.O.L.

LRA-1868
Number

12/30/2007
Expires

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RESOLUTION AND ORDER OF CONDEMNATION

WHEREAS, Lewis-Clark State College has improved, at its own expense, and is currently leasing the parking lot at Eighth Avenue and Fourth Street adjacent to its campus in Lewiston, Idaho, which property is situate in Nez Perce County, Idaho, and more particularly described as follows, to wit:

Lots Five (5), Six (6) and Seven (7), Block Two (2), Holcomb's First Subdivision of Lot Ten (10) of Acres in the City of Lewiston, according to the recorded plat thereof, recorded in Books 1 of Plats, page 90, records of Nez Perce County, Idaho.

(hereinafter the "Subject Property"),

and

WHEREAS, the Lease under which LCSC occupies the Subject Property is a one (1) year Lease, which expires August 31, 2008, subject to renewal upon mutual agreement of the parties, and

WHEREAS, LCSC needs the parking on the Subject Property for use by its students, faculty and staff and cannot risk the loss of the parking and improvements on the Subject Property if the owners should at any time elect not to renew the Lease, and

WHEREAS, LCSC has attempted to negotiate the purchase of the Subject Property from the owners thereof, but has thus far been unsuccessful in reaching an agreement satisfactory to both LCSC and the owners of the Subject Property, and

WHEREAS, if the parties are unable to reach a mutually satisfactory agreement as to purchase price, it will be necessary for an action to be filed seeking the Subject Property through eminent domain under Idaho Code § 7-701 et. seq.,

NOW, THEREFORE, BE IT RESOLVED that:

1. The acquisition of the Subject Property is necessary for the operation of Lewis-Clark State College.

2. LCSC is hereby authorized, in the name of the State of Idaho, acting by and through the Idaho State Board of Education as Board of Trustees of Lewis-Clark State College, to acquire fee title to the Subject Property and all rights and interests of all parties in the Subject Property by condemnation under the provisions of Idaho Code § 7-701 et. seq., should it be determined by the President of LCSC that such condemnation action is necessary.

3. Lewis-Clark State College is authorized to engage the firm of Clements, Brown & McNichols, P.A. as attorneys for the plaintiff in any such condemnation action with respect to the Subject Property.

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
JUNE 19-20, 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.

**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

TAB	DESCRIPTION	ACTION
1	SUPERINTENDENT'S UPDATE	Information Item
2	ADMINISTRATIVE STAFF ALLOWANCE WAIVER REQUESTS TO MEET ACCREDITATION STANDARDS	Motion to approve
3	EVIDENCED BASED INTERVENTION TOOL FOR THE IDAHO MATH INITIATIVE	Motion to approve
4	CURRICULAR MATERIALS SELECTION COMMITTEE APPOINTMENT	Motion to approve
5	PROFESSIONAL STANDARDS COMMISSION APPOINTMENT	Motion to approve
6	TRANSPORTATION – STUDENTS LESS THAN ONE AND ONE HALF MILE	Motion to approve
7	TRANSPORTATION – WAIVER OF STUDENT TRANSPORTATION FUNDING CAP	Motion to approve
7a	BUHL SCHOOL DISTRICT	Motion to approve
7b	GARDEN VALLEY SCHOOL DISTRICT	Motion to approve
7c	HORSESHOE BEND SCHOOL DISTRICT	Motion to approve
7d	KELLOGG SCHOOL DISTRICT	Motion to approve
7e	MOSCOW SCHOOL DISTRICT	Motion to approve

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**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 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
JUNE 19-20, 2008

SUBJECT

Administrative Staff Allowance waiver requests to meet Accreditation Standards.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1004 (6), Idaho Code

BACKGROUND

These requests are presented annually to the State Board of Education. They are based on differences between the statutory administrative staff allowance and the administrative staff necessary to meet the administrative accreditation standard.

DISCUSSION

Moscow School District #281 is requesting an additional 0.33 FTE administrative staff to meet its accreditation standard.

IMPACT

The granting of this waiver request will increase salary and benefit apportionment for Moscow School District #281 by \$26,966.82.

ATTACHMENTS

Attachment 1 – Required Administrative FTE for NAAS Accreditation Page 3

Attachment 2 – Letter from Moscow School District # 281 Page 5

BOARD ACTION

A motion to approve the request by Moscow School District #281 for additional administrative staff to meet accreditation standards to be funded by the FY 2008 Public School appropriation in the amount of \$26,966.82.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008

School Districts and Administrative FTE for NAAS Accreditation: 2007-2008

	Enrollment	FTE Instructional Staff	Required FTE Administration
Moscow School District #281			
High School	606		2.0
Junior High School	590		2.0
Russell Elementary School	165	13.4	1.0
West Park Elementary School	293	17.0	1.0
McDonald Elementary School	491	26.3	1.0
Whitmore Elementary School	302	18.7	1.0
Superintendent			1.0
Total			9.0

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Moscow School District 281

650 N. Cleveland, Moscow, ID 83843 (208) 882-1120 fax (208) 883-4440 www.sde281.k12.id.us

Dr. Candis R. Donicht, Superintendent
Sue Driskill, Business Manager

Kevin McDonough, Director of Special Services/Human Resources
Dr. Cindy Bechinski, Director of Curriculum

RECEIVED
OCT 5 07
STATE DEPT. OF EDUCATION

October 2, 2007

Tim Hill
Deputy Superintendent
State Department of Education
PO Box 83720
Boise ID 83720-0027

Dear Mr. Hill:

This is a request from the Moscow School District 281 as required by Idaho Code 33-1004 (6) to seek a waiver authorizing sufficient administrative staff to meet accreditation standards.

We are using Northwest Accreditation Standards for all schools in our District: Moscow High School, Moscow Junior High School, A.B. McDonald Elementary, J. Russell Elementary, Lena Whitmore Elementary, West Park Elementary, and Paradise Creek Regional High School. We need an administrative allowance of 9.0 FTE to meet accreditation standards. Our estimated administrative allowance for the current fiscal year is 8.6 FTE.

Please advise if there is any additional information needed. Thank you for your assistance.

Sincerely,



Candis R. Donicht
Superintendent

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**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

**IDAHO STATUTES
TITLE 33
EDUCATION
CHAPTER 10
FOUNDATION PROGRAM --
STATE AID -- APPORTIONMENT**

33-1004. STAFF ALLOWANCE. For each school district, a staff allowance shall be determined as follows:

(6) In the event that the staff allowance in any category is insufficient to meet accreditation standards, a district may appeal to the state board of education, demonstrating the insufficiency, and the state board may grant a waiver authorizing sufficient additional staff to be included within the staff allowance to meet accreditation standards. Such a waiver shall be limited to one (1) year, but may be renewed upon showing of continuing justification.

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STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008

SUBJECT

Special Adoption of Evidence Based Math Intervention curricular materials as recommended by the Curricular Materials Selection Committee.

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.03.128 Rules Governing Thoroughness, Curricular Materials Selection
Section 33-118a, Idaho Code

BACKGROUND

The Administrative Rules of the Idaho Board of Education, IDAPA 08.02.03.128 describes the adoption process for curricular materials as an adoption cycle of six (6) years. Curricular materials are defined as "textbook and instructional media including software, audio/visual media and Internet resources" (Idaho Code 33-118A). Idaho is a multiple adoption state. The Curricular Materials Selection Committee is charged with the responsibility to screen, evaluate, and recommend curricular materials for adoption by the State Board of Education.

DISCUSSION

Special adoption session was held on April 2-3, 2008 to review curricular materials for the needs of the Idaho Math Initiative intervention tool.

IMPACT

If approved by the State Board of Education, the State Department of Education will work with approved programs as part of the Idaho Math Initiative to offer tools statewide for the middle grades. The funding for math intervention was built into the Math Initiative budget request from the Idaho Legislature.

ATTACHMENTS

Attachment 1 - Evidenced Based Math Intervention Curricular Materials
Recommendations. Page 3

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the adoption of Evidence Based Intervention Math curricular materials and their related instructional materials as recommended by the Curricular Materials Selection Committee as submitted.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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2008 Evidence Based Intervention Math Curricular Materials Recommendations

Curricular Materials Adoption Process



**THE IDAHO STATE DEPARTMENT OF EDUCATION
TOM LUNA
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION**

INTRODUCTION

The State Curricular Materials Selection Committee is pleased to submit the following Evidence Based Math materials for your consideration for adoption in the state of Idaho. A *Special 2008 Session* was called for reviewing curricular materials in the subject area *Evidence Based Intervention Math*, specifically to meet the needs of the Math Initiative.

Majority of these materials are electronic instructional media and deliverable via the Internet.

The Curricular Materials Selection Committee considers their work an important contribution to the educational process in Idaho. This Committee reflects the diversity of Idaho's population both geographically and philosophically. Occasionally the approval of a certain material is not a unanimous decision by the Committee.



CURRICULAR MATERIALS ADOPTION PROCEDURES FOR THE STATE OF IDAHO

The Curricular Materials adoption process has its basis in Idaho Code (33-118, 33-118A). It is further defined in the Administrative Rules of the State Board of Education (SBOE), IDAPA 08.02.03, subsection 128.

The Adoption Process in Idaho provides for the continuous review and evaluation of new curricular materials. This process ensures that Idaho schools have quality products available to purchase at a guaranteed low price, and equal availability to all of Idaho's school districts. These materials are screened in order to eliminate any of inferior quality or undesirable content. This process maintains local control in the choice of instruction materials by providing a multiple list of approved materials. The adoption process also provides, through a contract with each publisher, a contract price that is good for the length of the adoption cycle. This ensures quality for each school district and allows for the best materials at the lowest possible price for Idaho's schools.

Idaho adopts materials in the areas of reading, research based reading, literature, drivers education, science, health, handwriting, mathematics, business education, career education, counseling, social studies, English, applied English, spelling, dictionary, thesaurus, speech, journalism, world, languages, art, drama, music, healthy life styles, professional technical education, business computer applications (adopted annually), limited English proficiency (adopted annually).

Materials are adopted in Idaho on a six-year rotating schedule. Publishers have an additional one year after the regular adoption year to submit new copyrights for a particular content area, allowing submissions each content area for a total of two years. The intent of the adoption process is to generally approve all materials meeting the established criteria and to reject those items that are unsuitable for use in the designated subject area.

Schools are required to select curricular materials from the state multiple-adoption list. Deviation points are subtracted from the school's accreditation report if this is not followed. Materials that serve as supplements to the core curricular materials do not have to be selected from the adoption listings.

Schools may submit a waiver to the Executive Secretary of the Committee requesting to use materials that do not appear in the Adoption Guide. Local school boards must approve this request prior to sending it to the Executive Secretary of the Committee. Requests may be granted for new copyrights not currently under adoption, or materials not submitted to the Selection Committee for consideration. No approvals are granted for any materials denied by the Selection Committee nor for old copyrights.

Curricular Materials Adoption Procedures (continued)

There are advantages to adopting curricular materials at the state level:

- Contract prices are adhered to for six years, which saves money for the schools.
- Publishers are required to lower the price to Idaho if they lower it to any other state after the contract has been signed.
- Most textbook publishers maintain inventory at the state depository, Caxton Printers, which reduces delivery time and shipping costs.
- Contracts help ensure adopted materials will be available for the life of the contract (6 years).
- Materials are screened for quality and textbooks are required to meet Textbook Manufacturing Standards and Specifications as well as organization, vocabulary and graphic presentation.
- Materials are screened for fair representation on such issues as environment and industry.
- Instructional materials are screened and thoroughly reviewed by subject area experts to ensure that essential elements are covered.
- Any materials reflecting adversely upon individuals or groups due to race, ethnicity, class, gender, or religion are not approved.
- Small school districts are guaranteed of getting the same textbooks and complementary materials as larger school systems.

Curricular materials in Idaho are defined as textbooks and instructional media including software, audio/visual media and Internet resources (Idaho Code 33-118A). Idaho is a multiple adoption state and adopts a number of materials in a designated subject area from a variety of publishing companies. This is consistent with the belief that a variety of materials has value and usefulness to the schools.

The Curricular Materials Selection Committee, which is appointed by the SBOE, has the responsibility of overseeing the adoption process for the state. The Executive Secretary to this Committee is an employee of the State Department of Education (SDE).

The membership on the 19-member Selection Committee consists of:

- one representative from each of the state's four colleges of education
- one secondary administrator
- one elementary administrator
- two secondary teachers
- two elementary teachers
- one district school board member
- one representative from private/parochial schools
- three parent representatives
- one member who is not a public school educator nor trustee
- one content area specialist from the SDE
- one representative from the Division of Professional-Technical Education.
- the Executive Secretary

Curricular Materials Adoption Procedures (continued)

All members are appointed by the SBOE for a five-year term with the exception of the SDE content coordinator, the content specialist from SDE, and the representative from Professional-Technical Education who serve for one year. Current Committee members are listed in this publication.

The Committee, assisted by math specialists from throughout the state, met for two days in April to review and correlate all materials to the Math Content Standards and the federal level Research Based requirement. The Committee votes on the materials and those recommended are forwarded to the SBOE for official adoption for Idaho Schools. All meetings of the Committee are open to the public.

Following formal adoption (June 2008), contracts will be mailed to the publishing companies (July 1, 2008). After the return of signed contracts, the listing of newly adopted materials will be published by August 1, 2008, in the Adoption Guide found on the Internet at http://www.sde.state.id.us/beta/curricular_materials/adoption_guide.htm

A state curricular materials library is maintained at the SDE as required by Idaho Code 33-118A. All curricular materials adopted in the last three (3) years and used in Idaho public schools and all electronically available curricular materials used in Idaho public schools are housed in this library and available to the public. In addition, seven (7) Regional Centers maintain libraries of adopted materials that are available to the public as well as college students and local schools. The Regional Centers are located as follows:

N.L. Terteling Library
College of Idaho
Caldwell, Idaho

Curriculum Library
Lewis-Clark State College
Lewiston, Idaho

Albertson Library
Boise State University
Boise, Idaho

Riley Library
Northwest Nazarene University
Nampa, Idaho

David O. McKay Library
Brigham Young University-Idaho
Rexburg, Idaho

Instructional Materials Technology Center
University of Idaho
Moscow, Idaho

Instructional Materials Center
Idaho State University
Pocatello, Idaho

Citizens of Idaho may request the Committee to reconsider any material under adoption. A form titled *Textbook Adoption Process: Request for Reconsideration of Materials* is available from the SDE. The Committee considers all requests and maintains the right to either recommend continued adoption or removal of materials from the adopted list.

**Idaho
STATE CURRICULAR MATERIALS SELECTI
ON COMMITTEE
COMMITTEE MEMBERS LIST AS OF APRIL 1, 2008**

Sally Harris State Div. of Prof-Tech Education PO Box 83720 Boise ID 83720-0095	Cindy Johnstone Math Coordinator State Department of Education PO Box 83720 Boise ID 83720-0027	Judith Walling Elementary Teacher Eagle Middle School 1000 W Floating Feather Eagle ID 83616
Dr. Bruce Roberts, Asst Supt. Bonneville School Dist. 3497 North Ammon Road Idaho Falls, ID 83401-1301	Janice Burkholder Parent Representative Boise State University 1910 University Drive Boise, ID 83725	Stacey Jensen Elementary Teacher Edahow Elementary School 2020 Pocatello Creek Road Pocatello, ID 83201
Dr. William Medlin, Parent Representative. PO Box 8493 Moscow ID 83843	Rodney McConnell College of Education, ED 405B University of Idaho Moscow ID 83844	Darlene Matson Dyer Secondary Teacher Wood River High School 950 Fox Acres Road Hailey, ID 83333.
Chris Lyon Holy Family Catholic School 3005 W. Kathleen Ave. Coeur d'Alene, ID 83815	Margaret Chase Boise Sate University 1910 University Drive #502 College of Education, MS1745 Boise, ID 83725	Vicki Scaggs Secondary Teacher Vallivue High School 1407 Homedale Road Caldwell, ID 83607
Linda Lofaro Coursey Lewis-Clark State College Division of Education 500 E 8th Ave. Lewiston, ID 83501	Val Fenske, Executive Secretary Curriculum & Technology Center 650 West State Street Boise, ID 83702	Susan Day Scherz, Ed.D., Idaho State University Dept. of Educational Leadership 921 South 8th Avenue, Stop 8059 Pocatello, ID 83209-8059

2007 Curricular Materials

Research Based Math Intervention Recommendations

Curricular Materials Recommendations – Evidence Based Intervention Math Adoption

It was moved by Cindy Johnstone, seconded by Sally Harris, and carried that the curricular materials listed and marked as approved in the Subject Area Review listing for the *Math Initiative, Evidence Based Intervention Math* Materials and their accompanying manuals, guides, keys, and where indicated, instructional software, be recommended by the Idaho State Curricular Materials Selection Committee to the Idaho State Board of Education for adoption and use in the public schools of Idaho in accordance with the policies and regulations of the Idaho State Board of Education.

Adjournment

Motion for adjournment was made by Sally Harris, seconded by Unanimous Vote, and carried to adjourn the meeting on April 2, 2008.

Respectfully submitted,
Val Fenske
Executive Secretary

**IDAHO STATE CURRICULAR MATERIALS
SELECTION COMMITTEE
RECOMMENDATIONS**

**MATH
Evidence Based Intervention
4-8**

**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

Grades 4-8

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation			
America's Choice	Mathematics Navigator — Series I Base Package	America's Choice, Inc.	2006	2 - 7	9781598965575	R			
	Note: Marginal Research status. Committee recommends for grades 4-6. Intended as an intervention program. Key Features: A Pre-test to diagnose strengths and weaknesses on the concepts of the module, 18 sessions focused on misconceptions, including two Checkpoint sessions to evaluate student progress, and a Post-test to assess improvement. Most modules use the last two regular sessions to have students create their own Study Sheets to review and consolidate their learning. Materials for each module include a consumable Student Book, a consumable set of Study Cards, an Instructor Edition, and a set of Skill Cards. Extra notes: Includes choice of 6 <u>Elementary titles</u> (3 Instructor Sets, 40 Student Editions, 40 Student Study Cards), Online Professional Development								
	<i>Choice of Modules:</i>								
	Beginning Place Value								
	Knowing Addition and Subtraction Facts								
	Understanding Addition and Subtraction								
	Knowing Multiplication and Division Facts								
	Understanding Multiplication								
	Understanding Division								
	Knowing Fractions								
	Understanding Fractions								
	Understanding and Reading Word Problems								
	Multiplying Multidigit Whole Numbers								
	Measurement								
	Place Value from Decimals to Billions								
	* Math Navigator Series I <u>Module Set</u> – includes 3 Instructor Sets and 2 Student Sets								
	Math Navigator Series I <u>Instructor Set</u> – includes an Instructor Edition, Skill Card Set, Study Card Set, and a Student Edition								
	Math Navigator Series I <u>Student Set</u> – includes 20 Student Editions and 20 Study Cards								
	America's Choice	Mathematics Navigator — Series II Base Package	America's Choice, Inc.		2006		6 - 8	9781598965582	R
		Note: Marginal Research status. Committee recommends for grades 6-8. Intended as an intervention program. Key Features: Each module includes 20 sessions, designed to take approximately 45 minutes each including: a Pre-test to diagnose strengths and weaknesses; 12 sessions focused on misconceptions; 4 Putting It Together sessions to summarize the concepts presented in that week; Four Checkpoint sessions to test and repair procedural knowledge and practice skills; and a Post-test to assess improvement. Materials for each module include a consumable Student Book, a consumable Group Task Book, and an Instructor Edition. The Concept Book is a recommended resource for all modules. Extra notes: Includes choice of 4 <u>Secondary titles</u> (*2 Instructor Sets and 30 Student Editions, and 15 Group Task Books), Online Professional Development, 3 Concept Books							
<i>Choice of Modules:</i>									
Decimals and Powers of Ten									
Rational Numbers									
Operations and Word Problems									

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation
America's Choice	Mathematics Navigator — Series II (Continued)		2006	6 - 8		
	Percents					
	Functions and Graphs					
	Expressions and Equations					
	Generalizing Patterns					
	Exponents					
	Math Navigator Series II Student Set – includes 20 Student Editions and 10 Group Task Books					
	Math Navigator Series II Concept Book: A Mathematics Reference for Teachers and Students					
	Math Navigator Series II Module Set – includes 2 Instructor Sets and 30 Student Editions, and 15 Group Task Books					
Apangea Learning, Inc.	Apangea Math 5.0	Louis Piconi and Dave Farrer	2007	4-8		R 4 = 63% 5 = 68% 6 = 82% 7 = 76% 8 = 62%
	Note: Marginal Research Status. Intended as an intervention program. Key Features: Apangea Learning offers a unique form of tutorial support for all levels of students wanting assistance in math grades 4-8. Based on the largest body of cognitive tutoring research available in the United States, Apangea Learning has developed a unique method of online tutoring, which seamlessly offers an Intelligent Tutoring System (i.e., automated feedback) in coordination with the efforts of a team of certified online teachers. This "hybrid" model of tutoring has been able to reduce the cost of real-time tutoring to less than \$2 per hour in nearly all instances. Additionally, as an online application, it allows students to access tutoring from any location and at any time.					
Carnegie Learning, Inc.	Bridge To Algebra Cognitive Tutor Software	Carnegie Learning, Inc.	2007	5-8	Z-978-1-934800-09-6	5 = 86% 6 = 89% 7 = 92% 8 = 88%
	Note: Marginal Research status. Software does not provide an option listen and following along. Key Features: Combines software, text and classroom instruction covering the five middle school content strands identified in the NCTM standards (number, geometry, measurement, probability and statistics, algebra) and emphasizes problem solving and mathematical literacy. Bridge to Algebra is also supported by a comprehensive Professional Development Plan. This blended curriculum of software and text targets students who may need additional preparation for Algebra I. Throughout the materials, explicit connections are made between different representations, such as fractions, decimals, and percents; visual modeling tools enhance the understanding of these representations.					
	Bridge To Algebra Cognitive Tutor- Student Edition				978-1-932409-56-7	
	Bridge To Algebra Cognitive Tutor- Teacher Edition				978-1-932409-57-4	
Great Source Education Group, a division of HMH Publishing Co.	iSucceed Volume I	Great Source	2008	4-8	9780669006223	R 4 = 92% 5 = 75% 6 = 92% 7 = 67% 8 = 66%
	Note: Marginal Research status. Intended as an intervention Program. Correlation is to using all five volumes combined. Key Features: Is a multi-media, multi-sensory system that provides a targeted intervention solution designed to accelerate achievement of math intervention students at grades 3-8. This innovative, data-driven program combines the best practices print, direct instruction, interactive courseware, and hands-on active practice to build conceptual understanding of key math concepts. Delivers age-appropriate, individualized instruction using multiple modes to reach varying learning styles—teacher-directed group instruction, interactive courseware, active practice with games, fact fluency, and one-on-one tutoring.					

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation
Great Source Education Group, a division of HMH Publishing Co.	iSucceed Volume I (Continued)		2008	4-8		
	iSucceed Math Complete: 100 ASP 12 month Subscriptions Courseware, Vol I-V, 1-Day Professional Dev.				9780669011814	
	iSucceed Math Courseware, 100 ASP Subscriptions, 12 months				9780669011944	
	iSucceed Volume II	Great Source	2008	4-8	9780669006247	
	iSucceed Volume III	Great Source	2008	4-8	9780669006360	
	iSucceed Volume VI	Great Source	2008	4-8	9780669006674	
	iSucceed Volume V	Great Source	2008	4-8	9780669006698	
NCS Pearson, Inc.	SuccessMaker Mathematic Bundle: Math Concepts & Skills, Math Corner, Math Investigations, & Algebra Topics	Curriculum Developed by Pearson’s Digital Content Group	Version 1.7	4 - 5	962000036	R 4 = 85% 5 = 86%
	Note: Somewhat rigorous research status. Intended as an intervention program. Software can be web-based or server based. Key Features: Is an innovative, balanced educational system that incorporates curriculum, management, and assessment into a powerful results-driven learning solution. With automatic and mastery learning models, SuccessMaker Enterprise math curriculum allows school districts to offer customized learning for every student in grades 4-8					

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**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

*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)

**IDAHO STATUTES
TITLE 33
EDUCATION
CHAPTER 1
STATE BOARD OF EDUCATION**

33-118A. CURRICULAR MATERIALS -- ADOPTION PROCEDURES. All curricular materials adoption committees appointed by the state board of education shall contain at least two (2) persons who are not public educators or school trustees. All meetings of

STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008

curricular materials adoption committees shall be open to the public. Any member of the public may attend such meetings and file written or make oral objections to any curricular materials under consideration. A complete and cataloged library of all curricular materials adopted and used in Idaho public schools is to be maintained at the state department of education at all times and open to the public.

"Curricular materials" is defined as textbook and instructional media including software, audio/visual media and internet resources.

STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008

SUBJECT

Appointments to the Idaho State Curricular Materials Selection Committee

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.03.128 Rules Governing Thoroughness, Curricular Materials Selection; 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 two openings on the Selection Committee for parent representatives. The one (1) open position being recommended for appointment is for Idaho PTA parent representative. This recommendation is for a complete five-year term. At this time, no individuals have been identified for the second position.

ATTACHMENTS

Attachment 1 – Emily Perkes Letter of Interest and Resume

Page 3

BOARD ACTION

A motion to approve the appointment of Emily Perkes as a parent representative to the Idaho State Curricular Materials Selection Committee.

Moved by _____ Seconded by _____ Carried Yes ___ No ___

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April 29, 2008

To whom it may concern:

I am applying to represent the Idaho PTA on the State Board of Education's Curricular Materials Selection Committee. My name is Emily Perkes. I have three children, two of them are currently attending school. My husband and I have helped in their classrooms whenever possible. Through these experiences it has become apparent that our children are expected to know more than we were. Their teachers are trying hard to cover a lot of material in a short amount of time. Sometimes my husband and I are both confused when our fourth grader asks us for help with her homework. It has become obvious to us that it is very important that the teachers, students, and parents have textbooks that are informative and easy to use. I believe that being appointed to this committee is another way that I can help my children succeed in their educational goals.

I have been volunteering with the PTA for several years. I was the PTA Secretary at Rockford Elementary School (near Blackfoot) for the 2006 - 2007 school year. I am currently serving as Rockford's PTA President. At the Idaho PTA Convention that was held April 17 - 19, 2008, I earned the Gold Key Leadership Award. I have recently been asked to serve as Region 7 PTA Secretary.

I appreciate the chance to serve on this committee and do something more to help the children in our state.

Sincerely,

Emily Perkes





109 South 900 West
Blackfoot, Idaho 83221

(208)604-1162
emily4judge@yahoo.com

Emily Perkes

Objective To gain as much knowledge and experience as possible.

Education April 1996 - July 1997 Premier Hair Academy West Valley City, Utah
Cosmetologist
• Cut, Style Color, Perm and other hair care services

Work experience August 2007 - Present Fantastic Sam's Blackfoot, Idaho
Stylist
• Perform hair care services on patrons and keep salon clean

Volunteer experience PTA President 2007-08, PTA Secretary 2006-07,
Regional PTA Secretary 2008-09
Young Women Secretary February 2008- Present

Extracurricular activities I play Volleyball with a women's group January - March every year

Interests and activities I enjoy reading, traveling, and being in the outdoors.
I also attend a quilting class monthly.

Hobbies I enjoy gardening, scrap booking, shopping,

References

Michelle Larsen	(208)328-2587
Suzette Robinson	(208)684-9324
Annette Allen	(208)234-0419

**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

*IDAHO ADMINISTRATIVE CODE
State Board of Education Rules*

*IDAPA 08.02.03
Rules Governing Thoroughness*

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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
JUNE 19-20, 2008**

SUBJECT

Appointment 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 representatives from a secondary classroom teacher and a school counselor. Each appointment is for a three year term.

DISCUSSION

Nominations were sought for the position from the Idaho Education Association and the Northwest Professional Educators. Northwest Professional Educators did not submit any nominations. Resumes for interested individuals are attached.

Secondary Classroom Teacher:

Esther Henry, Jefferson County School District
Lourene Wellman, Jefferson County School District
Dan Sakota, Madison School District

School Counselor

Kathleen Wolff, Caldwell School District
Rochelle Rose, Mountain Home School District

ATTACHMENTS

Attachment 1 – Resume for Esther Henry	Page 3
Attachment 2 – Resume for Dan Sakota	Page 5
Attachment 3 –Resume for Lourene Wellman	Page 7
Attachment 4 – Resume for Rochelle Rose	Page 9
Attachment 5 – Resume for Kathleen Wolff	Page 13

**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

BOARD ACTION

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 _____

A motion to approve _____ as a member of the Professional Standards Committee for a term of three years representing school counselors.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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 | <ul style="list-style-type: none">• 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

1992 to Present

Rigby High School, Rigby, Idaho

- 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

Recognition / Awards:

- 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

English Teacher

1985 - 1992

Springville High School, Springville, Utah

Education

Master of Arts—Instruction and Technology

2004

Western Governors University, Salt Lake City, Utah

National Board Certified Teacher—Adolescent/Young Adult Language Arts

2001

Bachelor of Arts—English Education, Communications Minor

1985

Brigham Young University, Provo, Utah

STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008

References

Enclosed

3830 East 196 North
Rigby, Idaho 83442

(208) 745-1596 (H)
(208) 520-2253 (C)
sakotad@d321.k12.id.us (W)
dssak@earthlink.net (H)

Dan Sakota

Objective

I am applying for a position on the Idaho Professional Standards Commission as a Classroom Teacher.

Education

Continuing Credits	1978 – Present	Brigham Young University Idaho State University University of Idaho Northwest Nazarene University The College of Idaho
BS Mathematics Education	1976	Idaho State University

Professional Experience

1976 – Present	Mathematics Teacher – Madison School District #321
----------------	--

Additional Professional Activities

National Education Association Executive Board
American Youth Soccer Organization – Rexburg Organizer
Coach – Girls' Basketball
Coach – Girls' Volleyball
Rexburg Education Association – President; Negotiator
Idaho Education Association – Vice President
Idaho Education Association Region 6 - President

Professional Memberships

National Education Association
Idaho Education Association
Rexburg Education Association
National Council of Teachers of Mathematics (NCTM)
Idaho Council of Teachers of Mathematics
Parent – Teacher Association (PTA)
Japanese - American Citizen League
NEA Asian – Pacific Islander Caucus
NEA Women's Caucus

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Lourene Wellman
3770 E. 200 N.
Rigby, Idaho 83442
208-521-8376

Career Objective To obtain a position on the Professional Standards Committee

Education Western Governor's University (WGU 2005), Salt Lake City, Masters in Learning and Technology. Idaho State University, (1/1983-5/1989) obtained Bachelor of Arts degree with honors majored in secondary education with endorsements in Mathematics and Social Sciences. Have taken the following computer languages: Fortran, Pascal, Basic, and Visual Basic. Other computer skills include Microsoft Word, PowerPoint, Excel, Access, Power School Teacher, and Netscape. Have taken courses and learned how to operate scanners, digital cameras, computer aided overheads, and various PCs, received a technology certification from the State of Idaho in addition to the 65 college credit hours taken between receiving the Bachelor's degree and beginning the Master's degree. In 2004, I completed the Citizens' Law Academy, a public information program offered by the Idaho State Bar and the 7th District Bar Association. I worked 2 summers in the INEEL Teaming Teachers with Industry course offered by Lockheed Martin Idaho Technologies Company in 1999 & 2000.

Teaching Exp. Teaching secondary math at Rigby High School in Rigby, Idaho (1998-current). Previous experience includes Bonneville High School (1989), Ririe Junior/Senior High School (1990), District #91 Summer school (1994-6), substitute taught for 20 years within the Rigby school district #251, and private tutoring. Class teaching experience includes General Math, Pre-Algebra, Algebra I & II, Geometry, Pre-Calculus, World Geography, Reading, Writing with Technology, Statistics (dual enrollment), and Trigonometry.

Other work

Exp. Managed a rental house for 20 years. Worked at ZCMI as a sales associate dealing with customers, handling the till, filling and accounting for customer orders, returns, voids, sales, and promotions for 3 years. Coached scholastic bowl teams and math counts teams and National Honor Society.

Personal Enjoy a personal home computer, finding information on the internet, gardening, sewing, hiking, horseback riding, dancing, bicycling, playing piano, and listening to music. I am married and have 6 children, one in High School and the others have graduated.

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Rochelle (Shelly) Rose
975 E 16th N
Mountain Home, ID 83647
Telephone: (208) 587-2878

OBJECTIVE:

To be an Educational Leader– looking for a position that will allow me to use my abilities and training to their maximum potential for the betterment of children and adults.

VALUE OFFERED:

I have experience with: public relations, committees, supervision, schedules, deadlines, discipline, safe schools, state reports, testing, evaluation, developing Individual Education Plans, 504 Plans and behavior plans.

EDUCATION:

Administration Certified, Northwest Nazarene University, May 2000.
Masters Degree in Education, College of Idaho, 1992.
School and Community Counseling emphasis, College of Idaho, 1992.
Idaho Standard Counseling Certificate K/12, 1992.
Bachelor of Arts, Elementary Education, Boise State University, 1988.
Special Education minor, Boise State University, 1998.
Idaho Standard Elementary Certificate K/8, 1998.
Idaho Exceptional Child Certificate Generalist and Severe Retardation, K/12, 1998.

Employment History:

August 2006 to Present **Sixth and Seventh Grade Team Building Teacher** – Tom W. Hacker Middle School Mountain Home, Idaho. Duties include creating curriculum, adapting and modifying materials, student education through small and large group instruction, discipline, record keeping, public relations with community, mentoring staff members, building level assignments •

August 2005 to May 2006 **Head Teacher** – Liberty Elementary School Mountain Home Air Force Base, Idaho. Duties include assisting principal in school-wide leadership, discipline of students, mentoring new staff members, public relations with community, and communication with district office and school personnel.

August 2005 to May 2006 **Sixth and Fifth Grade Social Studies Teacher** – Liberty Elementary Mountain Home Air Force Base, Idaho. Duties include student education through classroom, small group

or individual instruction, assessing students' academic strengths/weaknesses, adapting and modifying materials, discipline, record keeping, public relations with community, building and district level committee assignments, and supervision of intern.

August 2002 to May 2005

Fourth Grade Teacher – Liberty Elementary School Mountain Home Air Force Base, Idaho. Duties include student education through classroom, small group or individual instruction, assessing students' academic strengths/weaknesses, adapting and modifying materials, discipline, record keeping, public relations with community, building and district level committee assignments, supervision of instructional assistant and university students.

August 1999 to June 2002

and **Elementary School Counselor** – Liberty Elementary School, Mountain Home Air Force Base, Idaho.

August 1994 to May 1998 Duties included student education through classroom, small group or individual instruction, parent education programs, teacher/staff education, crisis counseling and parent or staff consultations and developing behavior plans.

August 1999 to June 2000 **Principalship/Internship** – Liberty Elementary School Mountain Home Air Force Base, Idaho. Duties included classroom observation, teacher probation, discipline issues, state accreditation, book reviews, district level committees, community relations, fundraisers, school assemblies, budget issues and parent and staff concerns.

June 1998 to June 1999 **Middle School Counselor** – Tom W. Hacker Middle School, Mountain Home, Idaho. Duties included scheduling, report cards, record keeping, large and small group or individual instruction, teacher/staff education, crisis counseling, and parent or staff consultations.

March 1994 to 1999 **Drug and Alcohol Outreach Counselor** – Counseling Services of Mountain Home, Idaho. Duties included teaching adolescent and adult education through individual and group instruction, crisis counseling, parent consultations, and evaluation/test interpretation.

August 1988 to June 1994 **Special Education Teacher** – East Elementary, Mountain Home, Idaho. Duties included teaching students, assessing students' academic strengths/weaknesses, developing Individual Educational Plans, 504 Plans, parent contacts/meetings, record keeping, public relations with teachers and parents, supervision of instructional assistant and student teacher.

COMMITTEES:

Text Book Adoption – I review the needs of our students and help determine which text book best fits our students' learning needs.

Student Assistant Team – I helped students, parents and teachers develop a learning plan as part of the promotion/retention policy.

Safe School Response Team – It is my responsibility to check to if students are out of the building and determine if the building is safe to enter under certain circumstances.

Promotion Policy – I helped develop standards for students K – 8 to achieve to be considered for promotion to the next grade.

Attendance Policy – This committee developed standards for students K – 8 to be in compliance with Idaho State guidelines.

Crisis Management Procedures – This team reviewed the Mountain Home School District's procedures and made appropriate changes.

Care On Target Team – I was the liaison between the Mountain Home School District and the United States Air Force.

Drug Education and Safe Schools – The main goal of this committee is to educate our students on the negative effects of violence and drug use.

Mountain Home Education Association – I serve as the building representative. It is my responsibility to keep the membership informed about the changes happening in our district.

PROGRAMS:

Tom W. Hacker Food Drive – I am the coordinator for this community service project. I work with El-Ada Food Bank and the Mountain Home Cheer Basket program.

Mentor Program – My responsibility is to facilitate this program for Liberty Elementary. This is a school-based program, which includes all students at base schools.

Adopt-A-Cop Program – This program is designed to pair security police officers with 4th grade classrooms.

Peers As Leaders – I co-founded this program at Tom W. Hacker Middle School. This program was designed to train 6th and 7th graders on effective leadership skills.

Drug Awareness – I served as chairperson for Red Ribbon Week and Enough Is Enough Programs. I work with various staff members to ensure that students are made aware of negative effects of illegal drug and alcohol use.

DARE – I served as the school contact for the DARE Officer. I helped with the scheduling of the program at Liberty Elementary.

KATHLEEN WOLFF

P.O.Box 666 Garden Valley, Idaho 83622 (208) 365-7524

Education 1995-1996 Boise State University
Course work for Pupil Personnel Services Endorsement and Idaho State
Licensure

1983-1985 California State University, Chico
M.A. Degree Counseling Psychology Major
Graduated with Distinction

1981-1983 California State University, Chico
B.A. Degree Psychology Major
Graduated Cum Laude

1979-1981 Shasta College, Redding California
A.A. Degree General Education

**Certification
And Licensure** Pupil Personnel Certification, Idaho 1996
Licensed Professional Counselor 1997

Affiliations Caldwell Education Association
Idaho Counseling Association

**Professional
Experience**

School Counselor
Caldwell School District. Canyon Springs High School
2004-Present

Emmett School District. Black Canyon Alternative High School,
Shadow Butte Elementary, Sweet-Montour Elementary, Ola Elementary
1996-2004

Social Worker
New Zealand Children and Young Persons Services. Greymouth, New
Zealand. Contracted position providing social services to families.
1994-1995

Counselor/Coordinator
Butte County Office of Education, Oroville, California. Drop out
Prevention Program (OASIS) federal grant. Oroville High School.
1991-1994

Social Worker

Counselor

Parents Place, Marysville, California. Private non-profit agency
Providing services related to physical and sexual abuse.
1985-86

Crisis Counselor/Mental Health Counselor

Butte County Mental Health Crises Service, Chico, California
Butte County Mental Health Inpatient Service, Chico, California
1984-1985

Counseling Internships

Trinity County Mental Health, Weaverville, California 1984
California State University, Chico Counseling Center 1984-1985
Boise State University, Idaho Counseling Center 1995-1996
Garden Valley School 1995-1996

**STATE DEPARTMENT OF EDUCATION
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**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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SUBJECT

Requests for Approval to Transport Students Less than One and One-half Miles.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1006, 33-1501, 33-1502, Idaho Code

BACKGROUND

Idaho Code 33-1006 states that the "State Board of Education shall determine what costs of transporting pupils, including maintenance, operation and depreciation of vehicles, insurance, payments under contract with other public transportation providers whose vehicles are used to transport pupils comply with federal transit administration regulations, "bus testing," 49 C.F.R. part 665, and any revision thereto, as provided in subsection 4. Of this section, or other state department of education approved private transportation providers, salaries of drivers, and any other costs, shall be allowable in computing the transportation support program of school districts.

The transportation support program of a school district shall be based upon the allowable costs of...

4b. Transporting pupils less than one and one-half (1½) miles as provided in section 33-1501, Idaho Code, when approved by the State Board of Education."

Standards for Idaho School Buses and Operations states: "All school districts submitting applications for new safety busing reimbursement approval shall establish a board policy for evaluating and rating all safety busing requests. The State Department of Education staff shall develop and maintain a measuring instrument model, which shall include an element for validating contacts with responsible organizations or persons responsible for improving or minimizing hazardous conditions. Each applying district will be required to annually affirm that conditions of all prior approved safety busing requests are unchanged. The local board of trustees shall annually, by official action (33-1502, Idaho Code), approve all new safety busing locations. School districts that receive state reimbursement of costs associated with safety busing will re-evaluate all safety busing sites at intervals of at least every three years using the local board adopted measuring or scoring instrument. In order to qualify for reimbursement the local school board will, by official action, approve the initial safety-busing request and allow the students in question to be transported before the application is sent to the state.

Consideration for reimbursement will be contingent on the application for "Request for Safety Busing Reimbursement" being received by the State Department of Education Transportation Section on or before March 31 of the school year in which the safety busing began. All requests are to be submitted on the Safety Busing form found on the Pupil Transportation web-site.

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Notification of the application deadline is posted on the web and reminders are posted in the State Department of Education E-newsletter prior to March 31.

DISCUSSION

Requests from various school districts to transport students less than one and one-half miles as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education and are submitted to the State Board of Education for consideration.

Attachment #1 contains a list of one hundred (100) school districts and twelve (12) charter schools that applied for safety busing using the correct form affecting 31,945 students.

IMPACT

\$1,566,277.55 to the FY08 Public Schools Budget.

ATTACHMENTS

Attachment 1 – List of 100 school districts and 12 charter schools that applied for safety busing. Page 3

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the requests by one hundred school districts and twelve charter schools to transport students less than one and one-half miles.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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List of 100 school districts and 12 charter schools that applied for safety busing in 2008

Boise Independent School District No. 1

This request involves 1,181 students attending grades K through 9.

Meridian Jt. School District No. 2

This request involves 3,537 students attending grades K through 12.

Kuna Jt. School District No. 3

This request involves 475 students attending grades K through 6.

Marsh Valley Jt. School District No. 21

This request involves 119 students attending grades K through 12.

Pocatello School District No. 25

This request involves 1,421 students attending grades K through 12.

Bear Lake Co. School District No. 33

This request involves 123 students attending grades K through 5.

St. Maries Jt. School District No. 41

This request involves 121 students attending grades K through 8.

Plummer/Worley Jt. School District No. 44

This request involves 58 students attending grades K through 12.

Snake River School District No. 52

This request involves 184 students attending grades K through 12.

Blackfoot School District No. 55

This request involves 567 students attending grades K through 12.

Aberdeen School District No. 58

This request involves 158 students attending grades K through 12.

Firth School District No. 59

This request involves 149 students attending grades K through 12.

Shelley Jt. School District No. 60

This request involves 186 students attending grades K through 8.

Blaine Co. School District No. 61

This request involves 547 students attending grades K through 12.

Garden Valley School District No. 71

This request involves 6 students attending grades K through 12.

Basin School District No. 72

This request involves 18 students attending grades K through 12.

Horseshoe Bend School District No. 73

This request involves 82 students attending grades K through 12.

West Bonner Co. School District No. 83

This request involves 87 students attending grades K through 11.

Lake Pend Oreille School District No. 84

This request involves 241 students attending grades K through 6.

Idaho Falls School District No. 91

This request involves 1,463 students attending grades K through 12.

Swan Valley School District No. 92

This request involves 8 students attending grades K through 8.

Bonneville Jt. School District No. 93

This request involves 2,388 students attending grades K through 12.

Boundary County School District No. 101

This request involves 55 students attending grades K through 12.

Butte County Jt. School District No. 111

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This request involves 54 students attending grades K through 12.

Camas County School District No.121

This request involves 4 students attending grades 5 through 10.

Nampa School District No. 131

This request involves 2,987 students attending grades K through 12.

Caldwell School District No. 132

This request involves 913 students attending grades K through 12.

Wilder School District No. 133

This request involves 122 students attending grades K through 12.

Middleton School District No. 134

This request involves 491 students attending grades K through 12.

Notus School District No. 135

This request involves 98 students attending grades K through 12.

Melba Jt. School District No. 136

This request involves 50 students attending grades K through 12.

Parma School District No. 137

This request involves 55 students attending grades K through 5.

Vallivue School District No. 139

This request involves 946 students attending grades K through 12.

Grace Jt. School District No. 148

This request involves 34 students attending grades K through 12.

North Gem School District No. 149

This request involves 20 students attending grades K through 12.

Soda Springs Jt. School District No. 150

This request involves 135 students attending grades K through 12.

Cassia Co. Jt. School District No. 151

This request involves 425 students attending grades K through 12.

Clark Co. School District No. 161

This request involves 63 students attending grades K through 12.

Orofino Jt. School District No. 171

This request involves 49 students attending grades K through 8.

Challis Jt. School District No. 181

This request involves 29 students attending grades K through 12.

Mackay Jt. School District No. 182

This request involves 37 students attending grades K through 12.

Glenns Ferry Jt. School District No. 192

This request involves 201 students attending grades K through 12.

Mountain Home School District No. 193

This request involves 418 students attending grades K through 12.

Preston Jt. School District No. 201

This request involves 292 students attending grades K through 8.

West Side Jt. School District No. 202

This request involves 124 students attending grades K through 12.

Fremont Co. Jt. School District No. 215

This request involves 283 students attending grades K through 12.

Emmett Independent School District No. 221

This request involves 386 students attending grades K through 9.

Gooding Jt. School District No. 231

This request involves 299 students attending grades K through 12.

Wendell School District No. 232

This request involves 65 students attending grades K through 12.

Hagerman Jt. School District No. 233

This request involves 84 students attending grades K through 12.

Bliss Jt. School District No. 234

This request involves 53 students attending grades K through 12.

Cottonwood Jt. School District No. 242

This request involves 69 students attending grades K through 8.

Salmon River Jt. School District No. 243

This request involves 4 students attending grades K through 8.

Mountain View School District No. 244

This request involves 120 students attending grades K through 12.

Jefferson Co. Jt. School District No. 251

This request involves 420 students attending grades K through 12.

Ririe School District No. 252

This request involves 85 students attending grades K through 12.

West Jefferson School District No. 253

This request involves 70 students attending grades K through 12.

Jerome Jt. School District No. 261

This request involves 121 students attending grades K through 4.

Valley School District No. 262

This request involves 5 students attending grades K through 8.

Coeur d'Alene School District No. 271

This request involves 633 students attending grades K through 8.

Lakeland School District No. 272

This request involves 177 students attending grades K through 12.

Post Falls School District No. 273

This request involves 922 students attending grades K through 12.

Kootenai School District No. 274

This request involves 14 students attending grades K through 12.

Moscow School District No. 281

This request involves 304 students attending grades K through 12.

Genesee School District No. 282

This request involves 38 students attending grades K through 11.

Kendrick School District No. 283

This request involves 4 students attending grades K through 12.

Potlatch School District No. 285

This request involves 69 students attending grades K through 12.

Salmon School District No. 291

This request involves 133 students attending grades K through 12.

Kamiah Jt. School District No. 304

This request involves 136 students attending grades K through 12.

Shoshone Jt. School District No. 312

This request involves 124 students attending grades K through 12.

Dietrich School District No. 314

This request involves 4 students attending K through 8.

Richfield School District No. 316

This request involves 28 students attending K through 12.

Madison School District No. 321

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This request involves 1,100 students attending grades K through 7.

Sugar-Salem Jt. School District No. 322

This request involves 127 students attending grades K through 12.

Minidoka Co. Jt. School District No. 331

This request involves 822 students attending grades K through 8.

Lapwai School District No. 341

This request involves 41 students attending grades K through 12.

Culdesac School District No. 342

This request involves 10 students attending grades K through 9.

Oneida Co. School District No. 351

This request involves 120 students attending grades K through 12.

Marsing Jt. School District No. 363

This request involves 84 students attending grades K through 7.

Homedale Jt. School District No. 370

This request involves 303 students attending grades K through 8.

Payette Jt. School District No. 371

This request involves 578 students attending grades K through 12.

New Plymouth School District No. 372

This request involves 79 students attending grades K through 10.

Fruitland School District No. 373

This request involves 150 students attending grades K through 12.

American Falls Jt. School District No. 381

This request involves 199 students attending grades K through 8.

Rockland School District No. 382

This request involves 23 students attending grades K through 12.

Kellogg Jt. School District No. 391

This request involves 78 students attending grades K through 8.

Wallace School District No. 393

This request involves 19 students attending grades K through 12.

Avery School District No. 394

This request involves 2 students attending grades K through 8.

Teton Jt. School District No. 401

This request involves 116 students attending grades 1 through 5.

Twin Falls School District No. 411

This request involves 836 students attending grades K through 12.

Buhl Jt. School District No. 412

This request involves 298 students attending grades K through 12.

Filer School District No. 413

This request involves 142 students attending grades K through 12.

Kimberly School District No. 414

This request involves 174 students attending grades K through 12.

Hansen School District No. 415

This request involves 67 students attending grades K through 11.

Castleford Jt. School District No. 417

This request involves 15 students attending grades K through 12.

McCall-Donnelly Jt. School District No. 421

This request involves 204 students attending grades K through 12.

Cascade School District No. 422

This request involves 13 students attending grades K through 12.

Weiser School District No. 431

This request involves 548 students attending grades K through 12.

Cambridge Jt. School District No. 432

This request involves 6 students attending grades K through 9.

Midvale School District No. 433

This request involves 17 students attending grades K through 12.

Victory Charter No. 451

This request involves 11 students attending grades K through 12.

Compass Public Charter No. 455

This request involves 14 students attending grades K through 8.

Falcon Ridge Charter No. 456

This request involves 65 students attending grades K through 10.

Liberty Charter No. 458

This request involves 13 students attending grades K through 12.

Garden Community Charter No. 459

This request involves 15 students attending grades K through 8.

Xavier Charter No. 462

This request involves 60 students attending grades K through 12.

Vision Charter No. 463

This request involves 12 students attending grades K through 7.

White Pine Charter School No. 464

This request involves 73 students attending grades K through 8.

Blackfoot Com. Charter No. 773

This request involves 2 students attending grades K through 3.

North Star Public Charter No. 783

This request involves 11 students attending grades K through 10.

Thomas Jefferson Charter No.787

This request involves 27 students attending grades K through 10.

Idaho Arts Charter No. 788

This request involves 100 students attending grades K through 12.

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**IDAHO STATUTES
TITLE 33
EDUCATION
CHAPTER 10
FOUNDATION PROGRAM --
STATE AID -- APPORTIONMENT**

33-1006. TRANSPORTATION SUPPORT PROGRAM. (1) The state board of education shall determine what costs of transporting pupils, including maintenance, operation and depreciation of basic vehicles, insurance, payments under contract with other public transportation providers whose vehicles used to transport pupils comply with federal transit administration regulations, "bus testing," 49 C.F.R. part 665, and any revision thereto, as provided in subsection (4)(d) of this section, or other state department of education approved private transportation providers, salaries of drivers, and any other costs, shall be allowable in computing the transportation support program of school districts.

(2) Any costs associated with the addition of vehicle features that are not part of the basic vehicle shall not be allowable in computing the transportation support program of school districts. A basic vehicle is hereby defined as the cost of the vehicle without optional features, plus the addition of essential safety features and features necessary for the transportation of pupils with disabilities.

(3) Each school district shall maintain records and make reports as are required for the purposes of this section.

(4) The transportation support program of a school district shall be based upon the allowable costs of:

(a) Transporting public school pupils one and one-half (1 1/2) miles or more to school;

(b) Transporting pupils less than one and one-half (1 1/2) miles as provided in section 33-1501, Idaho Code, when approved by the state board of education;

(c) The costs of payments when transportation is not furnished, as provided in section 33-1503, Idaho Code;

(d) The transportation program for grades six (6) through twelve (12), upon the costs of payments pursuant to a contract with other public or private transportation providers entered into as provided in section 33-1510, Idaho Code, if the school district establishes that the reimbursable costs of transportation under the contract are equal to or less than the costs for school buses;

(e) The costs of providing transportation to and from approved school activities as may be approved by rules of the state board of education;

(f) The employer's share of contributions to the public employee retirement system and to social security.

(5) The state's share of the transportation support program shall be eighty-five percent (85%) of reimbursable transportation costs of the district incurred during the immediately preceding state fiscal year, provided the reimbursable costs do not exceed one hundred three percent (103%) of the statewide average reimbursable cost per mile

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or the state average reimbursable cost per student rider, whichever is more advantageous to the school district.

If a school district's costs exceed the one hundred three percent (103%) limit when computed by the more advantageous of the two (2) methods, that school district shall be reimbursed at eighty-five percent (85%) of the maximum limit for whichever method is more favorable to the school district. A school district may appeal the application of the one hundred three percent (103%) limit on reimbursable costs to the state board of education, which may establish for that district a new percentile limit for reimbursable costs compared to the statewide average, which is higher than one hundred three percent (103%). In doing so, the state board of education may set a new limit that is greater than one hundred three percent (103%), but is less than the percentile limit requested by the school district. However, the percentage increase in the one hundred three percent (103%) cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run, pursuant to this subsection. Any costs above the new level established by the state board of education shall not be reimbursed. Such a change shall only be granted by the state board of education for hardship bus runs. To qualify as a hardship bus run, such bus run shall display uniquely difficult geographic circumstances and meet at least two (2) of the following criteria:

- (a) The number of student riders per mile is less than fifty percent (50%) of the statewide average number of student riders per mile;
- (b) Less than a majority of the miles on the bus run are by paved surface, concrete or asphalt, road;
- (c) Over ten percent (10%) of the miles driven on the bus run are a five percent (5%) slope or greater.

The legislative audits section of the legislative services office shall review cap increases granted by the state board of education pursuant to this section, and shall include findings in the board's regular audit report for any instances in which such increases failed to meet the standards set forth in this subsection.

(6) School districts that are unable to absorb the impact of the limitation on reimbursable expenses, through either efficiencies or the utilization of fund balances, may apply to the state board of education to receive a loan of moneys, not to exceed the amount of state funds lost through the application of the limitation on reimbursable expenses, from the public education stabilization fund. Any school district receiving such a loan shall cause its reimbursement of state transportation moneys to be reduced by a like amount in the subsequent fiscal year, and the moneys so reduced shall be deposited in the public education stabilization fund.

(7) Beginning on July 1, 2005, any eligible home-based public virtual school may claim transportation reimbursement for the prior fiscal year's cost of providing educational services to students. In order to be eligible, such a school shall have at least one (1) average daily attendance divisor, pursuant to section 33-1002, Idaho Code, that is greater than the median divisor shown for any category of pupils, among the actual divisors listed. For the purposes of paragraphs (a), (b) and (c) of this subsection (7), "education provider" means the home-based public virtual school or an entity that has legally contracted with the home-based public virtual school to supply education services. Reimbursable costs shall be limited to the costs of:

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- (a) Providing an internet connection service between the student and the education provider, not including the cost of telephone service;
- (b) Providing electronic and computer equipment used by the student to transmit educational material between the student and the education provider;
- (c) Providing a toll-free telephone service for students to communicate with the education provider;
- (d) Providing education-related, face-to-face visits by representatives of the home-based public virtual school, with such reimbursements limited to the mileage costs set for state employee travel by the state board of examiners; and
- (e) Any actual pupil transportation costs that would be reimbursable if claimed by a school district.

The total reimbursement for such home-based public virtual schools shall be exempt from the statewide average cost per mile limitations of this section.

The state's share of reimbursable costs shall be eighty-five percent (85%), subject to the statewide cost per student rider provisions of this section.

For the purposes of such home-based public virtual school, the number of student riders shall be the same as the number of pupils in average daily attendance.

**TITLE 33
EDUCATION
CHAPTER 15
TRANSPORTATION OF PUPILS**

33-1501. TRANSPORTATION AUTHORIZED. To afford more equal opportunity for public school attendance, the board of trustees of each district, including specially chartered school districts, shall, where practicable, provide transportation for the public school pupils within the district, and pupils resident within adjoining districts annually agreed to in writing by the districts involved, under conditions and limitations herein set forth.

Nonpublic school students may be transported, where practicable, when the full costs for providing such transportation are recovered. In approving the routing of any school bus, or in the maintenance and operation of all such transportation equipment, or in the appointment or employment of chauffeurs, the primary requirements to be observed by the board of trustees are the safety and adequate protection of the health of the pupils. Nothing herein contained shall prevent any board of trustees from denying transportation to any pupil in any school bus operated by or under the authority of said board, upon good cause being given, in writing, to the parents or guardian, or either of them, of such pupil.

No board of trustees shall be required to provide transportation for any pupil living less than one and one-half (1 1/2) miles from the nearest appropriate school. A board of trustees may require pupils who live less than one and one-half (1 1/2) miles from the nearest established bus stop to walk or provide their own transportation to such bus stop. That distance shall be determined by the nearest and best route from the junction of the driveway of the pupil's home and the nearest public road, to the nearest door of the schoolhouse he attends, or to the bus stop, as the case may be. The board may transport any pupil a lesser distance when in its judgment the age or health or safety of the pupil warrants.

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A day care center, family day care home, or a group day care facility, as defined in section 39-1102, Idaho Code, may substitute for the student's residence for student transportation to and from school. School districts may not transport students between child care facilities and home. Student transportation between a child care facility and a school will qualify for state reimbursement providing that the child care facility is one and one-half (1 1/2) miles or more from the school to which the student is transported.

To effectuate the public policy hereby declared, the board of trustees of any school district may purchase or lease, and maintain and operate school buses and vans, which vans shall not have a seating capacity in excess of fifteen (15) persons; may enter into agreements or contracts for the use of a charter bus or buses; may enter into contracts with individuals, firms, corporations or private carriers; or may make payments to parents or guardians, subject to the limitations herein provided, when transportation is not furnished by the district.

**TITLE 33
EDUCATION
CHAPTER 15
TRANSPORTATION OF PUPILS**

33-1502. BUS ROUTES -- NON-TRANSPORTATION ZONES. The board of trustees of each school district may establish, and alter, bus routes and establish, and alter, non-transportation zones. Such routes and zones shall be determined for each year not later than the regular August meeting of the board; but nothing herein shall be construed as limiting the board in altering such routes or zones when change in the condition of the roads, or in the number of pupils being transported would justify such alteration.

A non-transportation zone shall comprise an area of a school district designated by the board of trustees which is impracticable, by reason of sparsity of pupils, remoteness, or condition of roads, to serve by established bus routes.

Whenever practicable, routes shall be so established that no bus stop shall be more than one and one-half (1 1/2) miles from the intersection of the driveway of the home of any pupil otherwise eligible for transportation and the nearest public road; except that no board of trustees shall be required to route school buses or other passenger equipment over any road not maintained as a part of a highway district, county, state or federal highway system, or by the state or national forest service; except, that the primary requirements to be observed by the board of trustees are the safety and adequate protection of the health of the pupils.

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SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Buhl School District.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 Legislature further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of April 30, there were nineteen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meadows Valley (\$20,444), Blackfoot Community Charter (\$7,896), Garden Valley (\$41,850), Idaho Arts Charter (\$17,876), Horseshoe Bend (\$9,561), Soda Springs (\$24,956), Orofino (\$201), Mt. Home (\$42,357), Wendell (\$52,577), Valley (\$37,340), Moscow (\$28,920), Salmon (\$43,189), Dietrich (\$5,789), Kellogg (\$36,116), Twin Falls (\$76,028), Buhl (\$3,479), McCall-Donnelly (\$212,815), Compass Public Charter (\$27,450) and not subject to FY06 state totals, but subject to funding cap, Rolling Hills Charter (\$80).

Of these 19, only six have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Garden Valley, Horseshoe Bend, Orofino, Moscow, Kellogg, and Buhl school districts. Of these, all but Orofino have applied for a waiver from the student transportation funding cap.

DISCUSSION

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver request was reviewed and found to display uniquely difficult geographic circumstances that included at least two of the criteria for at least one hardship bus run. It is therefore submitted to the State Board of Education for consideration. Buhl School District submitted one school bus route that met the required criteria. This represents 8.3% of the bus runs operated by the district. When added to the 103% funding cap, as provided by

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law, this would allow the Board to increase their funding cap to a maximum of 111.3%.

IMPACT

\$3,479 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – Funding Cap Appeal Application

Page 3

Attachment 2 – Copies of District Cap Review Letter

Page 5

BOARD ACTION

A motion to approve the request by Buhl School District for a waiver of the 103% transportation funding cap, and set a new cap percentage rate for the fiscal year 2007 of 111.3%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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103% Funding Cap Appeal Application

District Name: BUHL JOINT DISTRICT (412)

Fiscal Year (for request): FY 2006/07

The school district identified above is subject to a student transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall display uniquely difficult geographic circumstances and meet at least two of the remaining three criteria:

- ☒ Uniquely difficult geographic circumstances
- ☒ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see Funding Cap Model).
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater
- ☐ Less than a majority of the miles on the hardship bus runs(s) are by paved surface, concrete or asphalt, road"

The district is requesting a funding rate increase of 8.3% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Provide detailed justification and rationale for this request and appeal.

Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation.

The district is requesting a funding rate of 8.3% more than the percentage rate necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code.

Route 12 averages 30 students per 50.7 mile route which equals .59 students per mile. Route 12 has 6.1 miles of road with a 5% or greater slope which equals 12% of the route has a 5% or greater slope.

District has 12 routes on the FY07 claim; so 1 out of 12 routes is 8.3%

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DEPARTMENT OF EDUCATION

P.O. Box 83720
BOISE, IDAHO 83720-0027

MR. TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of School Transportation

May 5, 2008

Margaret Cox, Superintendent
Buhl School District #412
920 Main Street
Buhl, ID 83316

Dear Superintendent Cox:

Our visit on March 4, 2008 focused on reviewing your district's hardship route applications. We traveled routes 8 and 12 in their entirety and determined route 8 failed to meet two of the required criteria. However route 12 is 50.7 miles long with 6.1 miles of the route at a 5% or greater grade (12% of the route) and has an average student load of 30 which equates to .59 students per mile. This route meets the criteria of a hardship route which would allow the district to increase the 103% cap by a maximum of 8.3% or to 111.3%.

We appreciate your openness and cooperation during our recent visit and would like to offer our assistance in any way possible to help your district operate below the State's 103% funding cap. Please contact SDE if you have any questions pertaining to the Funding Cap Model or waiver process.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Scott". The signature is fluid and cursive, with a large loop at the beginning and a trailing flourish.

Doug Scott
Specialist, Pupil Transportation

Office Location
650 West State Street

Telephone
208-332-6800

Speech/Hearing Impaired
1-800-377-3529

FAX
208-334-2228

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STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Garden Valley School District.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 Legislature further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of April 30, there were nineteen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meadows Valley (\$20,444), Blackfoot Community Charter (\$7,896), Garden Valley (\$41,850), Idaho Arts Charter (\$17,876), Horseshoe Bend (\$9,561), Soda Springs (\$24,956), Orofino (\$201), Mt. Home (\$42,357), Wendell (\$52,577), Valley (\$37,340), Moscow (\$28,920), Salmon (\$43,189), Dietrich (\$5,789), Kellogg (\$36,116), Twin Falls (\$76,028), Buhl (\$3,479), McCall-Donnelly (\$212,815), Compass Public Charter (\$27,450) and not subject to FY06 state totals, but subject to funding cap, Rolling Hills Charter (\$80).

Of these 19, only six have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Garden Valley, Horseshoe Bend, Orofino, Moscow, Kellogg, and Buhl school districts. Of these, all but Orofino have applied for a waiver from the student transportation funding cap.

DISCUSSION

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver request was reviewed and found to display uniquely difficult geographic circumstances that included at least two of the criteria for at least one hardship bus run. It is therefore submitted to the State Board of Education for consideration. Garden Valley School District submitted two school bus routes that met the required criteria. This represents 40% of the bus runs operated by the district. When added to the 103% funding cap, as provided

**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

by law, this would allow the Board to increase their funding cap to a maximum of 143%.

IMPACT

\$41,850 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – Funding Cap Appeal Application	Page
Attachment 2 – Copies of District Cap Review Letter	Page

BOARD ACTION

A motion to approve the request by Garden Valley School District for a waiver of the 103% transportation funding cap, and set a new cap percentage rate for the fiscal year 2007 of 143%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

103% Funding Cap Appeal Application

District Name: GARDEN VALLEY DISTRICT (071)

Fiscal Year (for request): FY 2006/07

The school district identified above is subject to a student transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall display uniquely difficult geographic circumstances and meet at least two of the remaining three criteria:

- ☒ Uniquely difficult geographic circumstances
- ☒ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see Funding Cap Model).
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater
- ☐ Less than a majority of the miles on the hardship bus runs(s) are by paved surface, concrete or asphalt, road"

The district is requesting a funding rate increase of 40% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Provide detailed justification and rationale for this request and appeal.

Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation.

The district is requesting a funding rate of 40% more than the percentage rate necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code.

Provide detailed justification and rationale for this request.

Garden Valley School District route 2 meets the requirements for the funding cap appeal as checked above. Total route average 5 students per 19 mile route which equals .264 students per mile. Route 2 has 10.5 miles of gravel per 19 mile of route which is greater than the 50% needed. Route 3 meets the requirements for the funding cap appeal as checked above. Total route average 14 students per 79 mile route which equals .178 students per mile. Route 3 has 8.3 miles of road with a 5% or greater slope which is greater than the 10% needed.

The District has 5 routes on FY07 claim; so 2 out of 5 routes is 40%

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DEPARTMENT OF EDUCATION

P.O. Box 83720
BOISE, IDAHO 83720-0027

MR. TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of School Transportation

May 5, 2008

Stan Kress, Superintendent
Garden Valley School District #71
P.O. Box 710
Garden Valley, ID 83622

Dear Superintendent Kress:

Our visit on March 31, 2008 focused on reviewing your district's hardship route applications. We traveled the South Fork and Lowman routes in their entirety and determined they both meet at least two of the criteria of a hardship route. The South Fork route is 19 miles long with 2 miles of the route at a 5% or greater grade (10.5% of the route), has 10.5 miles of gravel road (more than 50% unimproved road), and has an average student load of 5 which equates to .26 students per mile. The Lowman route is 79 miles long with 8.3 miles of route at a 5% or greater grade (10.5% of the route) and an average student load of 14 students which equates to .18 students per mile. Both routes meets the criteria of a hardship route which would allow the district to increase the 103% cap by a maximum of 40% or to 143%.

We appreciate your openness and cooperation during our recent visit and would like to offer our assistance in any way possible to help your district operate below the State's 103% funding cap. Please contact SDE if you have any questions pertaining to the Funding Cap Model or waiver process.

Sincerely,

Ray Merical
Director, Student Transportation

Office Location	Telephone	Speech/Hearing Impaired	FAX
650 West State Street	208-332-6800	1-800-377-3529	208-334-2228

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STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Horseshoe Bend School District.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 Legislature further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of April 30, there were nineteen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meadows Valley (\$20,444), Blackfoot Community Charter (\$7,896), Garden Valley (\$41,850), Idaho Arts Charter (\$17,876), Horseshoe Bend (\$9,561), Soda Springs (\$24,956), Orofino (\$201), Mt. Home (\$42,357), Wendell (\$52,577), Valley (\$37,340), Moscow (\$28,920), Salmon (\$43,189), Dietrich (\$5,789), Kellogg (\$36,116), Twin Falls (\$76,028), Buhl (\$3,479), McCall-Donnelly (\$212,815), Compass Public Charter (\$27,450) and not subject to FY06 state totals, but subject to funding cap, Rolling Hills Charter (\$80).

Of these 19, only six have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Garden Valley, Horseshoe Bend, Orofino, Moscow, Kellogg, and Buhl school districts. Of these, all but Orofino have applied for a waiver from the student transportation funding cap.

DISCUSSION

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver request was reviewed and found to display uniquely difficult geographic circumstances that included at least two of the criteria for at least one hardship bus run. It is therefore submitted to the State Board of Education for consideration. Horseshoe Bend School District submitted one school bus route that met the required criteria. This represents 25% of the bus runs operated by the district. When added to the 103% funding cap, as provided

**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

by law, this would allow the Board to increase their funding cap to a maximum of 128%.

IMPACT

\$9,561 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – Funding Cap Appeal Application

Page 3

Attachment 2 – Copies of District Cap Review Letter

Page 5

BOARD ACTION

A motion to approve the request by Horseshoe Bend School District for a waiver of the 103% transportation funding cap, and set a new cap percentage rate for fiscal year 2007 of 128%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

103% Funding Cap Appeal Application

District Name: HORSESHOE BEND SCHOOL DISTRICT (073)

Fiscal Year (for request): FY 2006/07

The school district identified above is subject to a student transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall display uniquely difficult geographic circumstances and meet at least two of the remaining three criteria:

- ☒ Uniquely difficult geographic circumstances
- ☐ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see Funding Cap Model).
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater
- ☒ Less than a majority of the miles on the hardship bus runs(s) are by paved surface, concrete or asphalt, road"

The district is requesting a funding rate increase of 25% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Provide detailed justification and rationale for this request and appeal.

Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation.

The district is requesting a funding rate of 25% more than the percentage rate necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code.

Porter Creek route is 21.4 miles of which 11.0 mile of the route is gravel which equals over 50% gravel. This route has 1.5 miles of road with a 5% or greater slope which equals 10% of the route.

District has 4 routes on FY07 claim; so 1 of 4 routes is 25%

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STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008



DEPARTMENT OF EDUCATION

P.O. Box 83720
BOISE, IDAHO 83720-0027

MR. TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of School Transportation

May 5, 2008

Scott Mutchie, Superintendent
Horseshoe Bend District #73
398 School Dr.
Horseshoe Bend, ID 83629

Dear Superintendent Mutchie:

Our visit on January 30, 2008 focused on reviewing your district's hardship route applications. We traveled routes 7, 11, 12, and 14 in their entirety and determined routes 7, 11 and 12 failed to meet two of the required criteria. However route 14 (Porter Creek) is 21 miles long with 2.5 miles of the route at a 5% or greater grade (12% of the route) and has 11 miles of unimproved road. This route meets the criteria of a hardship route which would allow the district to increase the 103% cap by a maximum of 25% or to 128%.

We appreciate your openness and cooperation during our recent visit and would like to offer our assistance in any way possible to help your district operate below the State's 103% funding cap. Please contact SDE if you have any questions pertaining to the Funding Cap Model or waiver process.

Sincerely,

Ray Merical
Director, Student Transportation

Office Location
650 West State Street

Telephone
208-332-6800

Speech/Hearing Impaired
1-800-377-3529

FAX
208-334-2228

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STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Kellogg School District.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 Legislature further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of April 30, there were nineteen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meadows Valley (\$20,444), Blackfoot Community Charter (\$7,896), Garden Valley (\$41,850), Idaho Arts Charter (\$17,876), Horseshoe Bend (\$9,561), Soda Springs (\$24,956), Orofino (\$201), Mt. Home (\$42,357), Wendell (\$52,577), Valley (\$37,340), Moscow (\$28,920), Salmon (\$43,189), Dietrich (\$5,789), Kellogg (\$36,116), Twin Falls (\$76,028), Buhl (\$3,479), McCall-Donnelly (\$212,815), Compass Public Charter (\$27,450) and not subject to FY06 state totals, but subject to funding cap, Rolling Hills Charter (\$80).

Of these 19, only six have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Garden Valley, Horseshoe Bend, Orofino, Moscow, Kellogg, and Buhl school districts. Of these, all but Orofino have applied for a waiver from the student transportation funding cap.

DISCUSSION

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver request was reviewed and found to display uniquely difficult geographic circumstances that included at least two of the criteria for at least one hardship bus run. It is therefore submitted to the State Board of Education for consideration. Kellogg School District submitted one school bus route that met the required criteria. This represents 5.9% of the bus runs operated by the district. When added to the 103% funding cap, as provided by

**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

law, this would allow the Board to increase their funding cap to a maximum of 108.9%.

IMPACT

\$36,116 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – Funding Cap Appeal Application

Page 3

Attachment 2 – Copies of District Cap Review Letter

Page 5

BOARD ACTION

A motion to approve the request by Kellogg School District for a waiver of the 103% transportation funding cap, and set a new cap percentage rate for fiscal year 2007 of 108.9%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

103% Funding Cap Appeal Application

District Name: KELLOGG JOINT DISTRICT (391)

Fiscal Year (for request): FY 2006/07

The school district identified above is subject to a student transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall display uniquely difficult geographic circumstances and meet at least two of the remaining three criteria:

- ☒ Uniquely difficult geographic circumstances
- ☒ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see Funding Cap Model).
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater
- ☐ Less than a majority of the miles on the hardship bus runs(s) are by paved surface, concrete or asphalt, road"

The district is requesting a funding rate increase of 5.9% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Provide detailed justification and rationale for this request and appeal.

Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation.

The District is requesting a fundind rate of 6% more than the percentage rate necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code.

The North Doyle route average 15 students per 22 miles which equals .68 students per mile. This route has a total of 2.3 miles of a 5% or greater slope which equals just over 10% of the route.

District has 17 routes on FY07 claim; so 1 out of 17routes is 6%

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DEPARTMENT OF EDUCATION

**P.O. Box 83720
BOISE, IDAHO 83720-0027**

**MR. TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION**

Division of School Transportation

May 5, 2008

Sandra Pommerening, Superintendent
Kellogg School District #391
800 Bunker Ave.
Kellogg, ID 83837

Dear Superintendent Pommerening:

Our visit on January 16, 2008 focused on reviewing your district's hardship route applications. We traveled the North Doyle route in its entirety and determined it is 22 miles long with 2.3 miles of the route at a 5% or greater grade (10.5% of the route) and has an average student load of 15 which equates to .68 students per mile. This route meets the criteria of a hardship route which would allow the district to increase the 103% cap by a maximum of 6% or to 109%.

We appreciate your openness and cooperation during our recent visit and would like to offer our assistance in any way possible to help your district operate below the State's 103% funding cap. Please contact SDE if you have any questions pertaining to the Funding Cap Model or waiver process.

Sincerely,

Ray Merical
Director, Student Transportation

Office Location	Telephone	Speech/Hearing Impaired	FAX
650 West State Street	208-332-6800	1-800-377-3529	208-334-2228

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STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Moscow School District.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 Legislature further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of April 30, there were nineteen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meadows Valley (\$20,444), Blackfoot Community Charter (\$7,896), Garden Valley (\$41,850), Idaho Arts Charter (\$17,876), Horseshoe Bend (\$9,561), Soda Springs (\$24,956), Orofino (\$201), Mt. Home (\$42,357), Wendell (\$52,577), Valley (\$37,340), Moscow (\$28,920), Salmon (\$43,189), Dietrich (\$5,789), Kellogg (\$36,116), Twin Falls (\$76,028), Buhl (\$3,479), McCall-Donnelly (\$212,815), Compass Public Charter (\$27,450) and not subject to FY06 state totals, but subject to funding cap, Rolling Hills Charter (\$80).

Of these 19, only six have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Garden Valley, Horseshoe Bend, Orofino, Moscow, Kellogg, and Buhl school districts. Of these, all but Orofino have applied for a waiver from the student transportation funding cap.

DISCUSSION

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver request was reviewed and found to display uniquely difficult geographic circumstances that included at least two of the criteria for at least one hardship bus run. It is therefore submitted to the State Board of Education for consideration. Moscow School District submitted one school bus route that met the required criteria. This represents 6.7% of the bus runs operated by the district. When added to the 103% funding cap, as provided by

**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

law, this would allow the Board to increase their funding cap to a maximum of 109.7%.

IMPACT

\$28,920 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – Funding Cap Appeal Application

Page 3

Attachment 2 – Copies of District Cap Review Letter

Page 5

BOARD ACTION

A motion to approve the request by Moscow School District for a waiver of the 103% transportation funding cap, and set a new cap percentage rate for fiscal year 2007 of 109.7% or \$28,920.00.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
JUNE 19-20, 2008**

103% Funding Cap Appeal Application

District Name: MOSCOW DISTRICT (281)
Fiscal Year (for request): FY 2006/07

The school district identified above is subject to a student transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall display uniquely difficult geographic circumstances and meet at least two of the remaining three criteria:

- ☒ Uniquely difficult geographic circumstances
- ☒ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see Funding Cap Model).
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater
- ☐ Less than a majority of the miles on the hardship bus runs(s) are by paved surface, concrete or asphalt, road"

The district is requesting a funding rate increase of 6.7% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Provide detailed justification and rationale for this request and appeal.

Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation.

Moscow School District's Route 101 meets the requirements for the funding cap appeal as checked above. This route averages 27 students per 44 mile route which equals .61 students per mile which is below the state requirement of 50% of the statewide average number of student riders per mile. Route 101 has 14 miles of road with a 5% or greater slope which equals 31% of the route which is greater than the state requirement of 10% of the miles. This route has uniquely difficult geographic circumstances as it covers the remote and sparsely populated area of Moscow Mountain. These conditions were verified by Mr. Ray Merical at our request.

Route 101 is 44 miles each way daily with a round trip mileage of 88 miles. This is a hardship route. We have 15 bus routes, therefore, this route represents 6.6% of our routes.

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DEPARTMENT OF EDUCATION

**P.O. Box 83720
BOISE, IDAHO 83720-0027**

**MR. TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION**

Division of School Transportation

May 5, 2008

Dr. Candis R. Donicht, Superintendent
Moscow School District #281
650 N. Cleveland
Moscow, ID 83843

Dear Dr. Donicht:

Our visit on February 26, 2008 focused on reviewing your district's hardship route applications. We traveled routes 101, 105, and 110 in their entirety and determined routes 105 and 110 failed to meet two of the required criteria. However route 105 is 44 miles long with 14 miles of the route at a 5% or greater grade (31% of the route) and has an average student load of 27 which equates to .61 students per mile. This route meets the criteria of a hardship route which would allow the district to increase the 103% cap by a maximum of 6.7% or to 109.7%.

We appreciate your openness and cooperation during our recent visit and would like to offer our assistance in any way possible to help your district operate below the State's 103% funding cap. Please contact SDE if you have any questions pertaining to the Funding Cap Model or waiver process.

Sincerely,

Ray Merical
Director, Student Transportation

Office Location	Telephone	Speech/Hearing Impaired	FAX
650 West State Street	208-332-6800	1-800-377-3529	208-334-2228

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