

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
AUGUST 21-22, 2008

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4	FAMILY MEDICINE RESIDENCY OF IDAHO PRESENTATION	Informational Item
5	IDAHO STATE UNIVERSITY – ALCOHOL WAIVER REQUEST FOR 2008 HOME GAMES	Motion to Approve
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SUBJECT

Presidents' Council Report

BACKGROUND/ DISCUSSION

Dr. Jerry Beck, President of the College of Southern Idaho and current Chair of the Presidents' Council will give the bi-monthly report for the Presidents' Council.

BOARD ACTION

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

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SUBJECT

Idaho State University Progress Report

BACKGROUND/DISCUSSION

Periodically, the institutions of higher education in the State of Idaho are requested to provide a progress report to the members of the State Board of Education. It has been about nine (9) months since Idaho State University has supplied an overview of its status and accomplishments.

Dr. Art Vailas, President of Idaho State University, will be in attendance at the meeting and will present a summary of the accomplishments and future goals of the university.

IMPACT

President Vailas' presentation will provide the State Board members and others with current status information about Idaho State University.

BOARD ACTION

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

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SUBJECT

Idaho Commission for Libraries (ICFL) Agency Report

BACKGROUND/DISCUSSION

In an effort to allow the agencies under the authority of the State Board of Education an opportunity to present to the State Board of Education on a more regular basis, one of the agencies will be making a presentation before the Board at each meeting. This report will be a progress report and an opportunity for the agency to supply an overview of its status and accomplishments.

Ms. Ann Joslin, State Librarian, will be in attendance at the meeting and will present a summary of the accomplishments and future goals of ICFL.

IMPACT

Ms. Joslin's presentation will provide the State Board members and others with current status information about ICFL.

BOARD ACTION

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

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FAMILY MEDICINE RESIDENCY OF IDAHO

SUBJECT

Progress report on Family Medicine Residency of Idaho

BACKGROUND/DISCUSSION

Family Medicine Residency of Idaho (FMRI) is a 501(c)(3) non-profit organization and has been training medical residents for the State of Idaho since 1974. In that period of time 221 residents have graduated from the program and 124 of those have remained in Idaho. The investment by the State of Idaho in FMRI's future family medicine expansion will help build the needed primary care infrastructure for Idaho as well as help to address the shortage of residency opportunities within the State of Idaho.

Dr. Epperly, Chairman and Program Director, will be in attendance at the meeting and will present a summary of the accomplishments and future goals of FMRI.

BOARD ACTION

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

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IDAHO STATE UNIVERSITY

SUBJECT

Request for Pre-game Alcohol Waiver

REFERENCE

June 2007 Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2007 football season.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University requests approval to establish a secure area on the west side of Holt Arena for the purpose of allowing corporate partners, Bengal Foundation, Football Alumni Team members and other invited guests the opportunity to gather with clients and guests for the 2008 home football games

Board policy does not allow the serving of alcohol on campus in conjunction with NCAA athletic events. Exceptions to this policy have been granted when an acceptable and manageable plan has been provided. Idaho State University, following the models established by the University of Idaho and Boise State University for staging similar events, is working with campus public safety, the Pocatello City Police and other officials to provide a controlled area for the serving of alcohol prior to home football games.

In accordance with approval granted by the State Board for the 2007 football season, ISU reports that the program in place appeared to work well and that there were no reports of violations of the policy or Board approved conditions or incidents of underage drinking.

Idaho State University seeks permission to set up a secure area on the west side of Holt Arena prior to each home Bengal football game for the purpose of allowing corporate partners, members of the Bengal Foundation and Football Alumni Team, and invited guests the opportunity to gather with clients and friends during the 2008 football season. In this secure area, Idaho State University Athletics will allow patrons to purchase food and beverages (non alcoholic and alcoholic). The alcoholic beverages will be sold and served by a licensed provider. Idaho State University will provide control measures and follow all requirements of Board policy regarding alcohol service. (Note: Pre-game activities on September 18, 2008, will include the announcement of the results of the Fall "I Love ISU" scholarship fundraising campaign, and that various invited guests, including members of the local Chamber of Commerce,

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will be in attendance.) The University will conduct the pre-game activities under the following conditions:

1. A secured area surrounded by a fence to control access to and from the area.
2. Three-hour duration, ending at kick-off.
3. Alcohol making or distributing companies will not be allowed to sponsor the activities or tents.
4. A color-coded wrist band or pass admission system will identify attendees and invited guests.
5. Companies involved in the pre-game location will be sent a letter outlining the pre-game location and the SBOE alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated persons.
6. One entry/exit point will be manned by security personnel.
7. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
8. Security personnel will not allow patrons to exit the area with alcoholic beverages.
9. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Idaho State University for a minimum of \$2,000,000 and to make sure that the proper permits and licenses are obtained.
10. The area is for sponsors to entertain clients/guests for the Fall 2008 home football games, including the sales and service of alcohol.
11. A review of the 2008 events will be brought back after the conclusion of the season before consideration will be given to any future requests for similar activities on home football game days.

IMPACT

If the Board approves the alcohol waiver request, Idaho State University will allow alcohol sales on campus at the home football games during the 2008 season.

ATTACHMENTS

- | | |
|--|--------|
| 1. Full Aerial View of Designated Area | page 5 |
| 2. Detail of Booth and Service Areas – West Side of Holt Arena | page 6 |

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comments or recommendations.

BOARD ACTION

A motion to approve the request by Idaho State University to establish secure areas under the conditions set forth in this request for the purpose of allowing pre-game activities for the 2008 home football season. The conditions are as follows:

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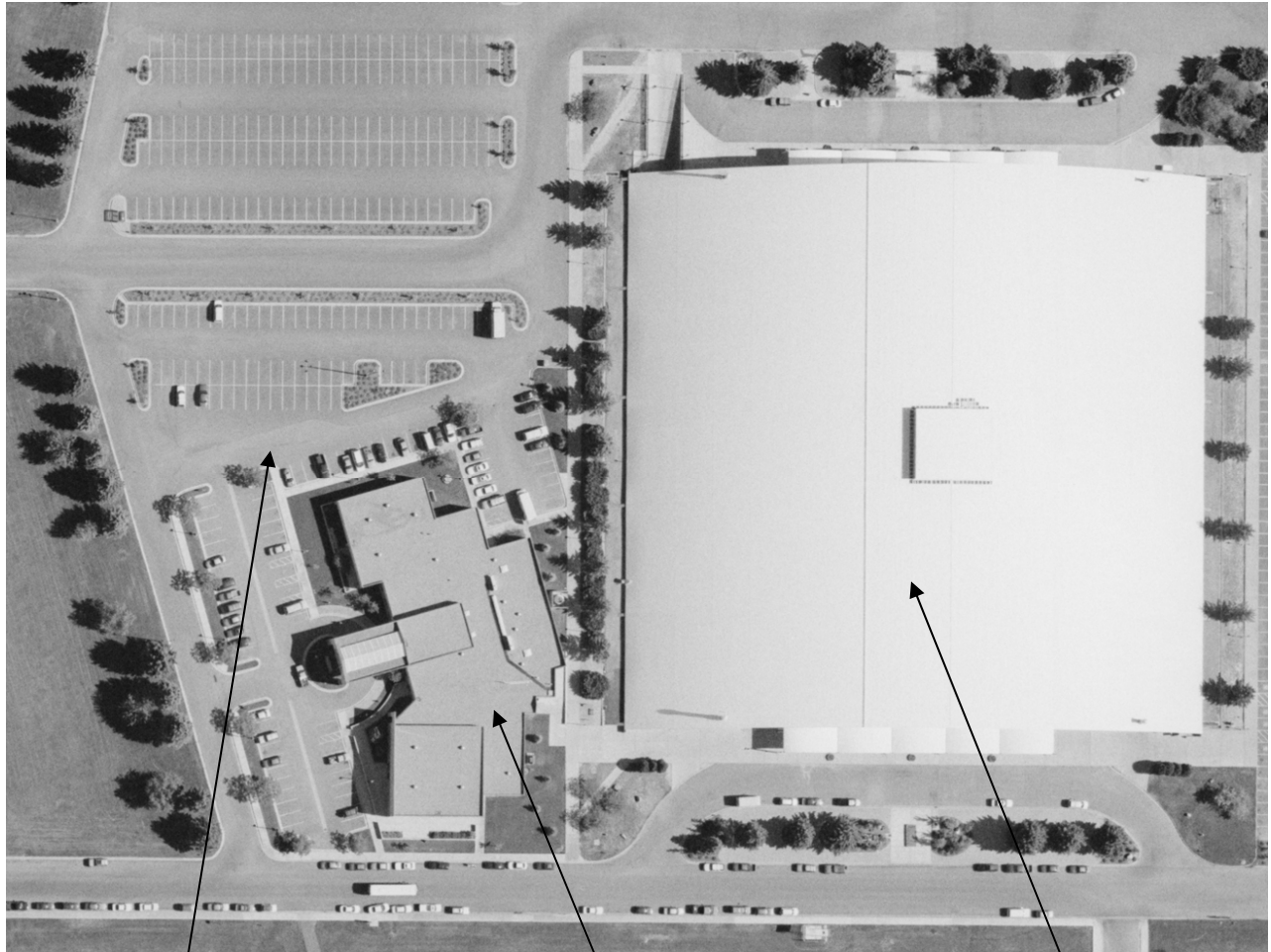
1. A secured area surrounded by a fence to control access to and from the area.
2. Three-hour duration, ending at kick-off.
3. Alcohol making or distributing companies will not be allowed to sponsor the activities or tents.
4. A color-coded wrist band or pass admission system will identify attendees and invited guests.
5. Companies involved in the pre-game location will be sent a letter outlining the pre-game location and the SBOE alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated persons.
6. One entry/exit point will be manned by security personnel.
7. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
8. Security personnel will not allow patrons to exit the area with alcoholic beverages.
9. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Idaho State University for a minimum of \$2,000,000 and to make sure that the proper permits and licenses are obtained.
10. The area is for sponsors to entertain clients/guests for the Fall 2008 home football games, including the sales and service of alcohol.
11. A review of the 2008 events will be brought back after the conclusion of the season before consideration will be given to any future requests for similar activities on home football game days.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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Aerial View of Holt Arena and Sports Med Center



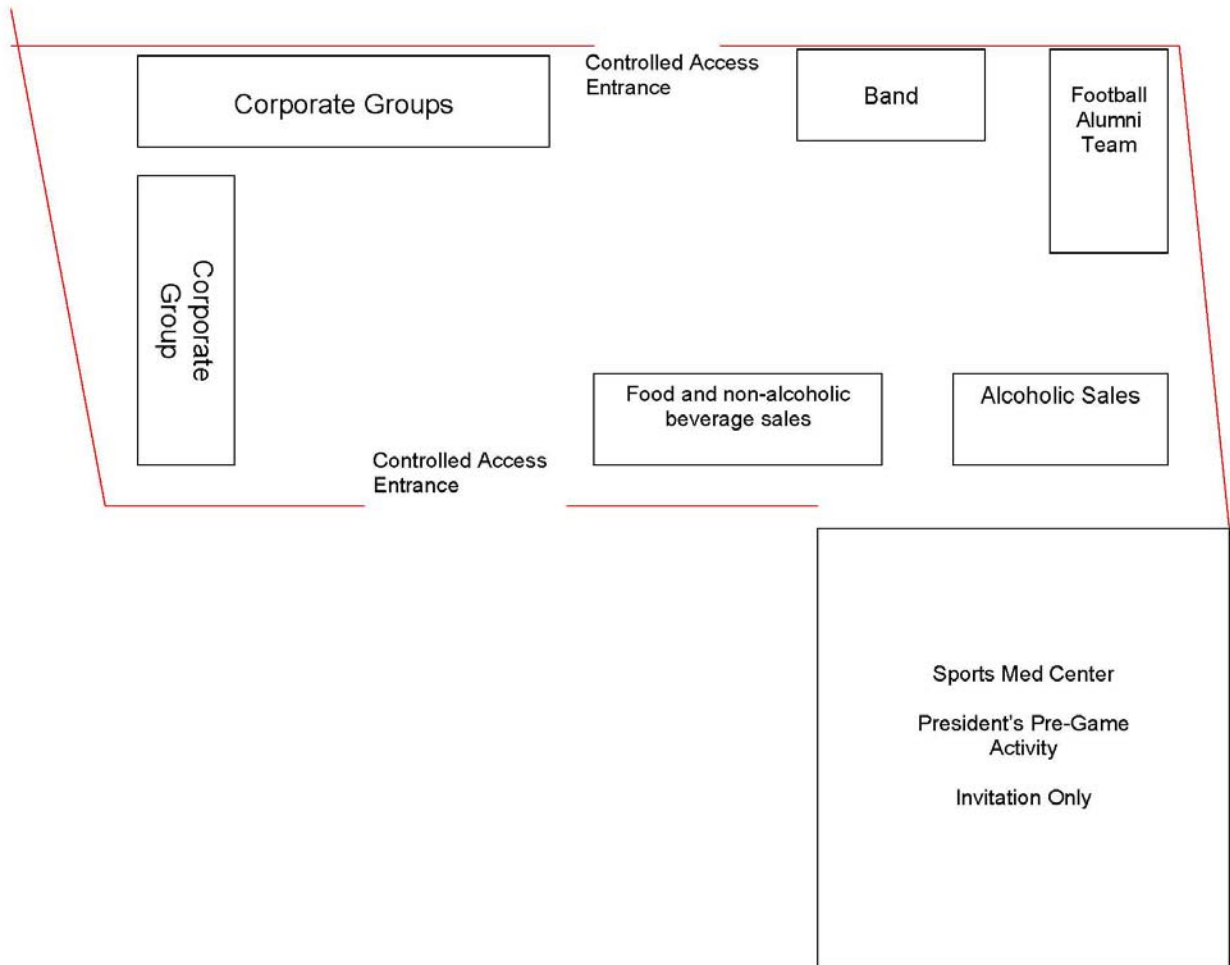
Football Tailgate area

Sports Med Center

Holt Arena

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IFootball Pre-Game Tailgate



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BOISE STATE UNIVERSITY

SUBJECT

Request for Pre-game Alcohol Waiver – Caven Williams Sports Complex

REFERENCE

August 2004	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2004 football season.
March 2005	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2005 football season.
August 2006	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2006 football season.
August 2007	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2007 football season.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Board policy states 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 a pre-game corporate tent area.

In March of 2005, President Kustra reported that the corporate tents in the secured area north of the stadium during the 2004 football season were a success. BSU worked with campus security, the Boise City Police and other officials to control and manage the use of alcohol. Even with sold out games and greater attendance, no serious issues or concerns were reported. The same security plan has been in place for the past four seasons and no serious issues or concerns have been reported.

Boise State University seeks permission to set up a secure area on the east patio of the Caven Williams Sports Complex prior to each home Bronco football game for the purpose of allowing corporations and invited guests the opportunity to gather with clients and guests. In this secure area, Boise State Athletics will, as it has in previous years, allow patrons to purchase food and beverages (non alcoholic and alcoholic) from the University's official food service provider. Boise

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State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the university will conduct the pre-game activities under the following conditions:

1. All who enter the secured area must be an invited guest
2. Event begins three hours prior to kick off and ends at the start of the game.
3. The patio will be secured (outside patio, surrounded by a fence) to control access to and from the area.
4. Two ID stations will be provided, located close to the entrance where special colored wrist band will be issued.
5. There will be two entry points manned by security personnel.
6. Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
7. No alcohol making or distributing companies may be allowed to sponsor the event.
8. Security personnel will not allow patrons to exit or enter the area with any beverages.
9. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.

IMPACT

If the Board does not approve the alcohol waiver request, BSU will not be able to sell alcohol at home football games during the 2008 season.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comments or recommendations.

BOARD ACTION

A motion to approve the request by Boise State University to establish secure areas under the conditions set forth in this request for the purpose of allowing pre-game activities for the 2008 home football season. The conditions are as follows:

1. The patio will be secured (outside patio, surrounded by a fence) to control access to and from the area.
2. Three-hour duration, ending at kick-off.
3. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
4. No alcohol making or distributing companies may be allowed to sponsor the activities or tents.
5. A color-coded wrist band or pass admission system that would identify attendees and invited guests.

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6. Companies involved in the tent village would be sent a letter outlining the tent village/SBOE alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.
7. Two entry points manned by security personnel.
8. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
9. Security personnel will not allow patrons to exit the area with alcoholic beverages.
10. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Boise State University for a minimum of \$2,000,000 and to make sure that the proper permits and licenses are obtained.
11. The area is for sponsors to entertain clients/guests for the fall of 2008 home football games, including the sales and service of alcohol.
12. A request will be brought back after the conclusion of the 2008 football season to the Board for reconsideration for 2009.
13. BSU will abide by all terms and conditions of the Board's existing alcohol policy.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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BOISE STATE UNIVERSITY

SUBJECT

Request for Pre-game/Humanitarian Bowl Alcohol Waiver – Stueckle Sky Club

REFERENCE

August 2004	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2004 football season.
March 2005	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2005 football season.
March 2005	Prior to approval of construction of the skybox suites, the Board granted approval for Boise State University to represent that alcohol service would be available in the skybox in the university's marketing.
August 2006	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2006 football season.
August 2007	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2007 football season.

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/ DISCUSSION

Boise State University requests Board approval to provide alcohol service in the Stueckle Sky Club (new addition to Bronco Stadium) for the 2008 Football season and the Roady's Humanitarian Bowl.

Prior to approval of construction of the skybox suites, the Board granted approval for Boise State University to represent that alcohol service would be available in the skybox in the university's marketing. Based on that approval, the leases with patrons for the suites, club seats and loge seats were all created with the understanding that alcohol service would be available during games in this area of the stadium only.

Board policy states that Idaho institutions may not allow service of alcohol on campus in conjunction with athletic events. For the past four football seasons, the

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Board has granted an exception to the policy under limited circumstances for a pre-game corporate tent area.

In March of 2005, President Kustra reported that the corporate tents in the secured area north of the stadium during the 2004 football season were a success. BSU worked with campus security, the Boise City Police and other officials to control and manage the use of alcohol. Even with sold out games and greater attendance, no serious issues or concerns were reported. The same security plan has been in place for the past four seasons and no serious issues or concerns have been reported.

Boise State University seeks permission to allow alcohol sales to patrons leasing seats in the Stueckle Sky Club on the west side of the stadium for each home Bronco football game. In this secure area, Boise State will allow patrons to purchase food and beverages (non alcoholic and alcoholic). Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the university will conduct these policies under the following conditions, similar to those set by the Board over the last four years for other game day secured areas.

1. The Sky Club is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Club.
2. There is no access from the general seating area into the Sky Club. Further, only patrons who hold tickets to seats in the Sky Club will be allowed into the Sky Club during games.
3. The sale of alcohol will begin no sooner than three hours prior to kick off and will end at start of the 4th quarter.
4. Two entry points at the North and South Elevator Towers will be manned by security personnel.
5. Security personnel will be located throughout the Sky Club area on each of the four floors monitoring all alcohol policies and patron behavior.
6. Security personnel will not allow patrons to exit or enter the area with any food or beverages.
7. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.

IMPACT

If the Board does not approve the alcohol waiver request, BSU will not be able to sell alcohol at home football games during the 2008 season.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comments or recommendations.

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BOARD ACTION

A motion to approve the request by Boise State University to allow the sale of alcohol during home games and the Humanitarian Bowl on an ongoing basis and under the following conditions:

1. The Sky Club is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Club.
2. There is no access from the general seating area into the Sky Club. Further, only patrons who hold tickets to seats in the Sky Club will be allowed into the Sky Club during games.
3. The sale of alcohol will begin no sooner than three hours prior to kick off and will end at start of the 4th quarter.
4. Two entry points at the North and South Elevator Towers will be manned by security personnel.
5. Security personnel will be located throughout the Sky Club area on each of the four floors monitoring all alcohol policies and patron behavior.
6. Security personnel will not allow patrons to exit or enter the area with any food or beverages.
7. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
8. BSU will abide by all terms and conditions of the Board's existing alcohol policy.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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UNIVERSITY OF IDAHO

SUBJECT

The University of Idaho and the Associated Students of the University of Idaho request Board approval to establish an additional secure area for the purpose of allowing ASUI pre-game activities that include the service of alcohol for the 2008 football season.

REFERENCE

June 2008	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2008 football season for "Vandal Game Day," "Corporate Tent Area," and "President's Circle Pre-Game Function."
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.
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 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 10, 2006	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2006 football season.
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.
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.
March 10, 2005	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2005 football season.
August 12, 2004	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2004 football season.

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APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

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.

The UI and ASUI seek permission to set up an additional secure area prior to each home football game. In the secure area, patrons may purchase beverages (non alcoholic and alcoholic) from Sodexo, the University's official food service provider. The UI and ASUI 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.

The additional secure area will be part of a larger ASUI student pre-game event located adjacent to a new, student only, permitted parking area within the larger Kibbie Dome parking lot. The pre-game event is being created to add to the student experience leading up to game time, including a concert stage for live performing acts and motivational pre-game speeches from Athletic Department personnel. In addition, ASUI will be coordinating various competitions and activities to draw a greater number of students to the game. In the larger pre-game area, adjacent to the secure area, patrons may purchase food and non-alcoholic beverages. Patrons may bring food and non-alcoholic beverages purchased outside the secure area into the secure area. The pre-game event will provide a safe and controlled area for students, alumni and fans to gather prior to the game and enjoy themselves.

In managing its pre-game functions, the UI and ASUI seek to provide a safe, fun, and exciting atmosphere that promotes attendance and enhances the game experience. ASUI pre-game activities will begin four hours prior to kickoff, and all activities cease fifteen minutes prior to kickoff. The secure area where alcohol is available will open three hours before kickoff and will be fenced off.

This creates a safe and fun pre-game event for students and a secure area for those over age 21 to enjoy a beer before the game. This model has been used at other schools across the nation. ASUI will provide entertainment and activities for students in an effort to elevate the level of organized game day events to that of other schools of our size and standing. It will also create a focused and managed area for the beer garden.

IMPACT

There have been no serious incidences regarding the pre-game service of alcohol during the Fall 2007 season. ASUI will create a festival-type atmosphere

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within the entire event area. Feedback on the planned events has been very positive, and students appreciate the opportunity to participate in pre-game events with a focused and controlled area for beer consumption should also improve security and the monitoring of alcohol consumption. These types of functions are beneficial to the University and Student body by giving students the opportunity to interact with alumni and each other in a safe and legal way, while encouraging more students to support our athletes.

The request is for a new event with the same restrictions as the prior year and those approved for the 2008 football season.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comments or recommendations.

BOARD ACTION

A motion to approve the request by the University of Idaho to establish an additional secure area for the purpose of allowing the above specified pre-game activities (ASUI Student Pre-Game) 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 area to monitor use of wristbands, patron behavior, and entrance and exit.
8. No person may exit the secure area with alcoholic beverages.
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 2008 home football games, including the sales and service of alcohol.

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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

First Reading – Board Policy Section I.M.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.A.5.b., and I.M.

Section 67-1901 through 16-1905, Idaho Code.

BACKGROUND/DISCUSSION

Each year, institutions, agencies, and the school are required to submit Strategic Plans and Performance Measure Reports to the Board for the Board's review and approval prior to the Board submitting all of the Strategic Plans and Performance Measures to the Division of Financial Management. The language changes in I.M.2. will ensure consistency in the content and quality of the Performance Measure Reports among the institutions and agencies governed by the Board as well as aligning Board policy with changes made in HB 300 to Idaho Code Section 67-1901 through 67-1905.

ATTACHMENTS

Attachment 1 – Policies & Procedures, Section I.M.

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of Board policy, section I.M.

BOARD ACTION

A motion to approve the first reading of the Idaho State Board of Education Governing Policies & Procedures, Section I.M.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: M. Annual Planning and Reporting

March 2008 October 2008

M. Annual Planning and Reporting

This subsection shall apply to 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 Public Television, School for the Deaf and the Blind, Idaho State Historical Society, and Idaho Commission for Libraries.

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 Television, and the School for the Deaf and the Blind~~ Each institution, agency, and school 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.~~

eb. 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.

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- (2) General goals and objectives for the major programs, functions and activities of the organization, including a description of how they are to be achieved.
 - (a) Institutions (including Professional-Technical Education) and the School for the Deaf and the Blind should address, at a minimum, instructional issues (including accreditation and student issues), infrastructure issues (including personnel, finance, and facilities), advancement (including foundation activities), and the external environment served by the institution.
 - (b) Agencies should address, at a minimum, constituent issues and service delivery, infrastructure issues (including personnel, finance, and facilities), and advancement (if applicable).
- (3) Identification of key factors external to the organization that could significantly affect the achievement of the general goals and objectives.
- (4) A brief description of the evaluations or processes to be used in establishing or revising general goals and objectives in the future.

2. Performance Measures

Performance measures will be developed in conjunction with the Board's planning process and will be updated annually for Board approval. Performance Measures shall be submitted to the Board annually, and in accordance with a schedule and format established by the Executive Director. Performance measures will be used to measure results, ensure accountability, and encourage continuous improvement to meet goals and objectives.

- a. ~~Postsecondary institutions~~ The Office of the State Board of Education will develop a set of uniform performance measures for the institutions that will gauge progress in such areas as enrollment, retention, and graduation.
- b. Each institution, agency, and the school will develop unique measures tied to its strategic plan.

3. Progress Reports

Progress reports that include, but are not limited to, progress on the approved strategic plan, details of implementation, status of goals and objectives, and expanded information on points of interest and special appropriations will be provided to the Board at least once annually in accordance with a schedule and format established by the Executive Director.

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4. Statewide Reporting

Each institution, agency, and the school will provide to the Board, upon request or in accordance with a schedule and format established by the Executive Director, any data or report.

45. Self-Evaluation

Each year, the Board will conduct a self-evaluation in conjunction with annual strategic planning activities. The self-evaluation methodology will include a staff analysis of all institution, agency, and school annual performance reporting, and comments and suggestions solicited from Board constituency groups to include the Governor, the Legislature, agency heads, institution presidents and other stakeholders identified by the Board President. The Executive Committee of the Board will annually develop a tailored Board self-evaluation questionnaire for use by individual Board members and the Board collectively to evaluate their own performance. Annually, in conjunction with a regular or special meeting, the Board will discuss the key issues identified in the institution, agency and school performance reporting assessment, comments and suggestions received from constituency groups, and the self-evaluation questionnaire in order to further refine Board strategic goals, objectives and strategies for continuous improvement of Board governance and oversight. Self-evaluation results will be shared with constituent groups and should heavily influence strategic plan development.

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COLLEGE OF SOUTHERN IDAHO

SUBJECT

Approval of the MOU between the College of Southern Idaho and the College of Western Idaho.

APPLICABLE STATUTE, RULE, OR POLICY

BACKGROUND/DISCUSSION

In order for the College of Western Idaho (CWI) to get federal financial aid and to ensure the transfer of credits to a four-year institution, they are partnering with the College of Southern Idaho (CSI). CWI will use CSI's accreditation while it is applying for and receiving its own.

IMPACT

This MOU will allow the College of Western Idaho to have time to apply for and receive its own accreditation while the students receive federal financial aid and credit transferability immediately.

ATTACHMENTS

Attachment 1 – CWI/CSI Accreditation Agreement	page 3
Attachment 2 – Notice of Intent PTE Programs	page 13

STAFF COMMENTS AND RECOMMENDATIONS

The US Department of Education has indicated that Board approval, while not required, would expedite the process.

Board staff recommends approval.

BOARD ACTION

A motion to approve the request by the College of Western Idaho to approve the Accreditation Agreement between the College of Western Idaho and the College of Southern Idaho as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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**ACCREDITATION AGREEMENT BETWEEN
THE COLLEGE OF WESTERN IDAHO
AND
THE COLLEGE OF SOUTHERN IDAHO**

THIS AGREEMENT is entered into between the College of Western Idaho (CWI) and the College of Southern Idaho (CSI), effective on the date of the last signature below.

WHEREAS, in the formation of new community colleges, it is common for an established and accredited community college to partner with the new community college and provide services and assistance in meeting the standards for accreditation. Such a voluntary arrangement is the most expedient and efficient way for the new community college to provide students the opportunity to receive credit from an accredited institution while the new college is seeking accredited status.

WHEREAS, CWI is a newly-formed community college district governed by a Board of Trustees;

WHEREAS, the CWI Board of Trustees has, by resolution, determined that it is in the best interests of the residents of the community college district to offer accredited classes as soon as reasonably possible;

WHEREAS, CWI has requested and CSI has agreed to act as a partner institution to CWI as CWI proceeds through the accreditation process;

WHEREAS, CWI and CSI desire to cooperate in enabling CWI to provide instructional and administrative services to students and to do so without requiring CSI to subsidize the operation of CWI.

NOW, THEREFORE, CWI and CSI agree as follows:

- I. CWI Obligations. So long as this Agreement is in effect, CWI agrees to do the following:
 - (A.) Adhere to and to comply with all federal and state laws, CSI Board policies germane to the accreditation process, Idaho Division of Professional-Technical Education policies, Northwest Commission on Colleges and Universities (NWCCU) standards, and CSI academic policies and procedures that are applicable to the accreditation process. CSI will monitor CWI's compliance with all laws, standards, policies and procedures made applicable herein.
 - (B.) Comply with all applicable federal and state laws governing employment relationships, including, but not limited to, the Americans with Disabilities Act, the Family Medical Leave Acts, and the Fair Labor Standards Act. CWI will also comply with the Family Education Rights and Privacy Act.

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(C.) Be solely responsible for hiring, employing, supervising, evaluating, and compensating faculty and staff to provide instruction, student support, and administrative services. The recruitment and selection of faculty and staff at CWI must be in compliance with the "Uniform Guidelines on Employee Selection Procedures" of 1978. In addition, all faculty hired by CWI must meet the qualifications established by CSI, NWCCU, and, where applicable, the Idaho Division of Professional-Technical Education, which will review the qualifications of germane faculty on a periodic basis. CSI will monitor CWI's hiring processes and supervision practices. CSI will not provide and will not bill CWI for any workers compensation coverage.

(D.) Be solely responsible for processing grievances filed by its students, administrators, faculty and staff for handling discrimination and affirmative action complaints, and for addressing violations of any of the laws. CSI will review all CWI policies and procedures associated with grievances, discrimination, and affirmative action employment laws for compliance. CWI agrees to hold CSI harmless for any violations or resulting complaints or claims relative to this section. CSI assumes no liability for these actions and any services provided by CSI at CWI's request relative to these actions are not covered in the agreement.

(E.) CSI will review for compliance with applicable accreditation laws, regulations, standards, policies and procedures all contracts that have been or are being developed to provide instruction or other services related to instruction or instructional support services at CWI, for example, but not limited to, credit instruction, advanced placement, and students enrolling with multiple colleges. Contracts to provide non-credit training services to business and industry are exempted from this provision.

(F.) Disclose any existing written or verbal agreements relating to accreditation between CWI and any other college/university, state agencies, or other entities.

(G.) Reimburse CSI for any services not described in this agreement and agreed to by both parties in writing before the service is performed. Billing for additional services will be done on a quarterly basis by the CSI Business Office with appropriate documentation to justify billings for all additional services.

II. CSI Obligations. Upon execution of this Agreement by the Parties, CSI shall submit to NWCCU, a "Substantial Change Application." Additionally, so long as this Agreement is in effect, CSI agrees to provide the following comprehensive community college services to CWI in compliance with appropriate CSI Board policies and NWCCU accreditation standards:

A. ACADEMIC SERVICES:

(1.) Process and approve all CWI curricular changes and new instructional programs following CSI procedures;

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- (2.) Review instructor files to assure they are qualified in the subject areas they teach and to review implementation of the credit instructor approval policy;
- (3.) Review hiring and evaluative procedures to assure compliance with applicable CSI procedure;
- (4.) Provide access to and approval to use course content guides, the approved textbook and materials lists and other up-to-date curriculum information;
- (5.) Review CWI's instructional approval and evaluation procedures according to NWCCU standards and Idaho Division of Professional-Technical Education policies and procedures;
- (6.) Provide opportunities for CWI, upon mutual agreement, to confer with CSI faculty and administrators for the purpose of providing technical assistance;
- (7.) Provide opportunities for CWI staff to participate in CSI division meetings, attend Curriculum Committee meetings, and participate in other committees relevant to the agreement such as assessment and accreditation.

B. ENROLLMENT SERVICES:

- (1.) Provide class schedule entry support;
- (2.) Maintain academic records for all CWI students attempting credit classes including but not limited to the provision of transcript, transfer articulation and related services;
- (3.) Provide financial aid services to CWI as described the Financial Aid Addendum B to this agreement;

C. INSTITUTIONAL RESEARCH:

- (1.) Provide institutional and enrollment data for CWI to generate state of Idaho and IPEDS data to prepare reports that CWI will submit.

D. LIBRARIES:

- (1.) Provide library support services as specified in the Library Services Addendum A.

E. FINANCIAL SERVICES:

- (1.) Be responsible for billing CWI for services identified in paragraph VI and for all other additional services in a timely manner;
- (2.) Provide appropriate documentation to justify billings for all additional services.

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- (3.) CWI will furnish CSI with monthly fiscal reports.
- III. In return for services rendered under section II of this agreement, CWI will pay CSI an overhead charge of ten (10) percent based on CSI's actual costs for administering this Agreement to be billed quarterly.
- IV. Payments identified in Paragraphs I (G.) and III will be made quarterly. Total payments to be made under this agreement as identified in the Budget Addendum will be estimated in advance each year, with adjustments, if any, to the estimate made on an annual basis. Final fiscal year billings for all costs will be provided to CWI no later than August 30.
- V. Attached hereto, and incorporated herein by reference, is the "Budget Addendum" identified in the previous paragraph, which shall be developed annually by negotiations between CWI and CSI and anticipated services and costs to be provided pursuant to this agreement. Any changes in the Budget Addendum will be agreed upon by both parties by December 16 prior to the July 1 effective date. In the event the parties are unable to agree to a mutually acceptable Budget Addendum in any year, either party may give notice of termination as provided in Paragraph VIII. A. herein. The Budget Addendum will be validated annually by submitting a budget for approval. Appropriate signatures on the Budget Addendum will be required for validation.
- VI. The CSI President or his designee will have overall responsibility for administering this Agreement and designating other staff, as needed, to carry out this agreement.
- VII. Except as provided in Paragraph I. D. herein, the parties each agree to indemnify and hold harmless the other for any damages, disbursements, and attorney fees which may result from the party's direct or indirect act or omission with respect to the obligations herein.
-
- VIII. Term and Termination. This Agreement shall commence on the date of the last signature below, and shall continue thereafter annually on the parties' fiscal calendar (July 1 through June 30) unless and until terminated in one of the following ways:
- A. Either party may terminate this Agreement effective at the end of the current fiscal year (June 30) by delivering to the other party written notice of termination at least one hundred eighty (180) days prior to the expiration of the current fiscal year. During the one hundred and eighty (180) day notice period, the Agreement that is in effect for the ending fiscal year will remain in full force and effect.
- B. If either party materially breaches this Agreement, the other may terminate the Agreement by delivering to the non-breaching party written notice of termination at least ninety (90) days prior to the effectiveness thereof. This right is not exclusive, but is in addition to any other legal or equitable remedies now or later allowed by law.

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C. By mutual agreement with mutually agreeable timelines.

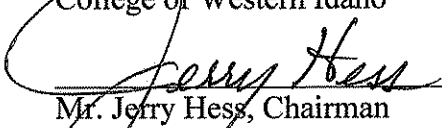
- IX. The parties have entered into addenda in conjunction with this Agreement, which are specifically identified herein and are attached hereto and incorporated by reference. The parties may agree on additional addenda provided they are reduced to writing and fully executed by both parties.
- X. Any amendment to this Agreement will not be effective unless reduced to writing and executed by both parties, except as otherwise provided in Paragraph V.
- XI. In the event of a dispute concerning this Agreement, the Presidents of CWI and CSI will meet and seek resolution. If resolution cannot be determined then the colleges will jointly employ an independent mediator to assist in determining an appropriate resolution to the issues.
- XII. This Agreement may be executed in two or more counterparts, and signature pages may be transmitted and received by facsimile. All such counterparts taken together shall be considered as one and the same Agreement and all such facsimile signatures shall be valid and shall constitute due and proper execution of this Agreement.



Dr. Dennis Griffin, President
College of Western Idaho

7/1/08

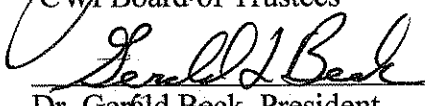
Date



Mr. Jerry Hess, Chairman
CWI Board of Trustees

7-1-08

Date



Dr. Gerald Beck, President
College of Southern Idaho

6-24-08

Date



Mr. LeRoy Craig, Chairman
CSI Board of Trustees

6-26-08

Date

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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LIBRARY SERVICES ADDENDUM A

**AGREEMENT BETWEEN
COLLEGE OF WESTERN IDAHO
AND
COLLEGE OF SOUTHERN IDAHO**

As an Addendum to the Agreement between College of Western Idaho and College of Southern Idaho and in further compliance with the standards of the Northwest Commission on Colleges and Universities (NWCCU), the College of Southern Idaho (CSI) and College of Western Idaho (CWI) agree to provide the following:

College of Southern Idaho will:

1. Provide access to the CSI library catalog and online resources and services via the Internet;
2. Loan CSI's print and media collection in a timely manner for the loan periods as stated in the CSI Library's policies and procedures with time allowed for shipping;
3. Provide full library services to students and staff of CWI who come to the CSI Library.

College of Western Idaho will:

1. Comply with all CSI Library policies and procedures.
2. Designate a space and a contact person to receive and distribute loaned library materials.
3. Provide all necessary hardware and software applications needed to access the Internet.
4. Pay for costs associated with interlibrary loans for all materials and pay for replacement costs for lost materials.
5. Reimburse CSI Library for charges resulting from the addition of CWI students, faculty, and staff to the CSI Library usage base (e.g. increases in license and service agreement fees due to the change in FTE and/or addition of branch campus).
6. Initiate a planning process to provide access to appropriate library and information resources and services for all CWI students, faculty and staff by acquiring appropriate facilities, technologies, personnel, and print and digital collections by the end of this agreement (or develop an alternative plan that meets NWCCU accreditation standards). On an interim basis, until a permanent facility will be available, subscribe to online resource databases, develop contracts or participate in consortium agreements to provide quality library services to meet Northwest Association on Colleges and Universities accreditation standards.

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FINANCIAL AID SERVICES ADDENDUM B

**AGREEMENT BETWEEN
COLLEGE OF WESTERN IDAHO
AND
COLLEGE OF SOUTHERN IDAHO**

As identified in Paragraph II B. (3.), The College of Southern Idaho (CSI) will provide assistance, support, and oversight to the College of Western Idaho (CWI) until such point that CWI has become fully accredited and is eligible to receive federal financial aid. CSI will facilitate this partnership by adding CWI locations and programs per U.S. Department of Education regulations (Federal Student Aid Handbook - Volume 2, Chapter 5) according to a mutually agreed upon implementation. CWI will assist CSI in all ways necessary and required by the U.S. Department of Education (Federal Student Aid Handbook – Volume 2) for maintaining eligibility for Title IV aid programs including monitoring academic program eligibility, collecting/disseminating appropriate consumer information, and maintaining appropriate financial and administrative capability standards.

Accordingly, and in order to ensure an appropriate level of administrative capability, (Federal Student Aid Handbook – Volume 2, Chapter 10) CSI will:

Systems & Reporting

1. Maintain required technology (servers, software, databases, etc.) to allow collaborative use of financial aid software.
2. Provide access and coordinate joint use of financial aid software/ databases between CSI and CWI financial aid staff.
3. In collaboration with CWI financial aid staff, identify those students in the shared database who should be coded as CWI students; code these students in the CSI databases.
4. Coordinate all federal reporting transmissions/receipts to/from the U.S. Department of Education including origination and disbursement records for all federal aid programs.
5. Submit required reports to include CWI financial aid data including annual FISAP, FISCOP, and single audit reports and any required changes to CSI's PPA or ECAR; provide copies to CWI.
6. Approve consortium agreements with other educational institutions.

Awarding & Packaging

1. Provide CWI with copies of all appropriate financial aid policies, procedures, and related documentation, including any updates/changes.
2. Provide direction and work collaboratively with CWI financial aid staff to award, package, and distribute financial aid.
3. Review CWI's process of awarding and disbursement of federal, State of Idaho, institutional, and other financial aid funds to assure compliance with all applicable federal regulations.

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Program Management

1. Make its campus based award programs (federal SEOG and Work-Study) available to CWI students.
2. Bill CWI for the 25% federal matching share for all campus based funds disbursed to CWI students.
3. Approve all CWI federal Work-Study contracts.
4. Process payroll for CWI work-study students.
5. Coordinate the delivery of federal Stafford Loan funds to CWI students.
6. Draw down state and federal financial aid funds and post them to CWI accounts in a timely manner.
7. Work collaboratively with CWI to reconcile financial aid accounts.

Return of Title IV Funds

1. Assist with calculations and processing of refunds/repayments for students who withdraw or stop attending CWI.
2. Bill CWI for Title IV refunds at the conclusion of student(s) opportunity to provide documentation demonstrating their participation beyond the 60% point of the semester, usually 45 days after the student has been notified of the return of Title IV funds requirement.
3. Bill CWI for direct expenses incurred by CSI on behalf of CWI.

In partnership with CSI and in order to ensure compliance with federal aid rules and regulations, CWI will:

Systems & Reporting

1. Provide the necessary facilities, as well as hardware and network/Internet connection necessary for CWI employees and students (as applicable) to access and use the shared financial aid system(s).
2. Collaboratively use the shared financial aid database under CSI's general direction and oversight.
3. In collaboration with CSI financial aid staff, identify those students in the shared database who should be coded as CWI students; code these students in the CSI databases.
4. Provide CSI staff access to systems/information necessary for documenting student aid eligibility that is stored exclusively in a CWI system.
5. Be responsible for data conversion to assure that data is compatible with CSI's data systems.
6. Assist CSI in federal reporting by providing all necessary data and assuming related costs.
7. Assume responsibility for providing state federal and state reporting data.

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Awarding & Packaging

1. Develop and disseminate financial aid information and forms to students.
2. Assist students in completing financial aid forms.
3. Provide financial aid advising/counseling to CWI students.
4. Establish and maintain all official financial aid records for CWI students.
5. Process all financial aid applications and related forms.
6. Perform file evaluation and analysis (needs analysis, data verification, student eligibility determination, professional judgment decisions) for all aid applicants.
7. Ensure accuracy of all data used to determine student eligibility for aid.
8. Award, package, and disburse all federal Title IV financial aid in accordance with applicable laws and regulations, as well as CSI operating policies and procedures consistent with CSI's financial aid office.
9. Award institutional and State of Idaho authorized scholarship funds as well as any outside scholarship funds according to CSI guidelines and State Board of Education regulations.
10. Ensure that appropriate documentation is kept and the CSI coordinating official has been appropriately notified of any required adjustments to need-based aid.

Program Management

1. Attend CSI Financial Aid training sessions as needed.
2. Confer regularly with CSI financial aid, records, and business office staff, and work collaboratively with them on all aspects of financial aid.
3. Review and ensure accuracy of CWI work-study time sheets.
4. Monitor satisfactory academic progress for all CWI financial aid students.
5. Adjudicate all satisfactory academic progress, time frame, and financial aid appeals.
6. Actively participate in default management activities for CWI students.

Return of Title IV Funds

1. Return all financial aid funds (aid canceled, student withdrawal, aid revisions, etc.) according to CSI policies and federal cash management regulations.
2. Perform federal refund/repayment calculations and all necessary procedures established by CSI for CWI students.
3. Process billing invoices for financial aid repayments for students who withdraw or stop attending CWI.

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BUDGET ADDENDUM

The philosophy behind charging the College of Western Idaho (CWI) for College of Southern Idaho (CSI) time and materials spent assisting CWI in becoming an accredited two year community college is that the taxpayers of Twin Falls and Jerome County should not subsidize operations outside of the College of Southern Idaho Community College District. Given that CSI receives substantial funding from the State of Idaho and that the legislature provides financial support for all community colleges, it is not the intent of this agreement that CSI should significantly profit from providing services to CWI.

Charges for CWI will be based upon actual time spent by CSI staff working on CWI projects. The CSI employee's specific hourly rate plus benefits with an administrative fee of 10% will be billed to CWI on a quarterly basis. CSI employees will keep timesheets with dates, hours worked and a general description of the task performed. In the event of contracted services by third party hired by CSI will be billed at the actual rate plus the 10% overhead charge. Any other material, supplies, equipment or software will be billed at the actual cost plus the 10% overhead charge.

There will be no offsets of any kind between CSI and CWI. In the event CWI provides services to CSI, the actual cost plus a 10% overhead charge will be billed to CSI on a quarterly basis. Documentation requirements will be the same for both institutions.

In the event of questionable charges or dispute, the issue will be immediately brought to the attention of the Vice Presidents of Administration at CWI and CSI for resolution. It is not the intent of this agreement that these issues be addressed at any other level.

Charges will begin effective the date Accreditation Agreement Between the College of Western Idaho and College of Southern Idaho is signed and executed.

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**NOTICE OF INTENT PROCESS
FOR THE PROFESSIONAL-TECHNICAL PROGRAMS
CURRENTLY TAUGHT
AT BOISE STATE UNIVERSITY AND THE COLLEGE OF SOUTHERN IDAHO**

1. Professional-technical programs currently taught at Boise State University and the College of Southern Idaho which have been identified as like programs by the State PTE staff will be offered by the College of Western Idaho using curriculum that has been reviewed for common outcomes by the program faculty at the College of Southern Idaho. *(There will be some areas where the faculties from Boise State University and the College of Southern Idaho may need to meet to discuss and agree on specific objectives for the program and courses. An example would be the area of automotive mechanics; the College of Southern Idaho's program is associated with General Motors while Boise State University program is generic.)*
2. Professional technical programs that are currently offered at Boise State University and are not offered at the College of Southern Idaho will utilize the current Boise State University curriculum. The curriculum will be submitted to the College of Southern Idaho Curriculum Committee for approval. *(The College of Southern Idaho Curriculum Committee Chairr will need to meet with Boise State University faculty representatives to explain and assist them in meeting the requirements for program approval through the curriculum committee process at the College of Southern Idaho.)*
3. Any new programs that are not currently offered at the College of Southern Idaho or at Boise State University will need to go through the College of Southern Idaho Curriculum Committee and then the State Board of Education's new program notice of intent process.

The College of Western Idaho will evaluate the following criteria and provide documentation (on a program-by-program basis) to the State Division of Professional Technical Education. Portions of This documentation may be compiled into a spreadsheet format, which would provide all of the information for each program within one comprehensive document.

1. Identification of the specific facilities to be utilized to include a brief description of the facilities and their location.
2. Anticipated facility costs for rental or renovation that would be funded by the College of Western Idaho's general fund.
3. Projected budget for each program.
4. Number of FTE faculty by instructional program.
5. Number of instructional support staff to include teachers aides, lab assistants, etc. by instructional program.

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6. Previous three years enrollment by instructional program.
7. Previous three years program completers by instructional program.
8. Idaho Department of Labor projections for employment opportunities by instructional program, in the State of Idaho, and specifically Ada and Canyon Counties.
9. Projected fiscal year 2010 enrollment by program. *(This projection should be developed by utilizing the data in items five, six, and seven.)*
10. Assurance that program advisory committees have been involved in and are aware of the transitional process.
11. Identify needed non-instructional support staff by position title and the number of FTE by position.
12. Describe the physical location for accommodating support staff.
13. Indicate how programs and staff will be equipped.

Based on the programmatic data identified above and the fiscal year 2009 Boise State University Seland College budget, the College of Western Idaho will be able to develop a fiscal year 2010 budget to be submitted to the State Division of Professional Technical Education for review and funding. This budget should be submitted no later than December 1, 2008.