

STATE BOARD OF EDUCATION MEETING
June 17-18, 2009
College of Southern Idaho
Wood River Campus
Wood River High School, Commons
950 Fox Acres
Hailey, Idaho



Wednesday, June 17, 2009, 3:00 pm, Wood River Inn, 603 N Main Street, Hailey, Idaho

EXECUTIVE SESSION (Closed to the Public)

University of Idaho

TAB 1. A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(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.

Lewis-Clark State College

TAB 2. A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(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.

State Board of Education

TAB 3. A motion to meet in executive session to evaluate the presidents of Idaho's state higher education institutions and its executive director, pursuant to Idaho Code Section 67-2345(1) (b), which permits an executive session for the purposes of evaluating, dismissing or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

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

Thursday, June 18, 2008, 8:30 a.m., College of Southern Idaho, Woodriver Campus, Wood River High School, Hailey, Idaho

BOARDWORK

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

OPEN FORUM

CONSENT AGENDA

BAHR – SECTION I – HR

1. Boise State University - Deletions of Positions
2. University of Idaho - New Position & Reactivation of Position
3. Lewis-Clark State College - New Positions & Deletions of Positions
4. Eastern Idaho Technical College – New Position

BAHR – SECTION II – Finance

5. FY 2010 Appropriated Funds Operating Budgets
6. Athletics Actual, Forecast & Budget Reports

IRSA

7. Quarterly Report: Programs and Changes Approved By Executive Director

PPGAC

8. Alcohol Permits Issued by University Presidents

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. Presidents' Council Report
2. North Idaho 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. SJR 101 – Constitutional Amendment
7. 2010 Legislative Ideas
8. Temporary/Proposed Rule Change IDAPA Residency
9. ISU Alcohol Waiver for 2009 Home Football Games
10. UI Alcohol Waiver for 2009 Home Football Games
11. BSU Alcohol Waiver for 2009 Home Football Games – Carven Williams Complex
12. BSU Alcohol Waiver – for 2009 Home Football Games and Humanitarian Bowl – Stueckle Sky Center
13. IPEDS Reporting

14. Strategic Planning Supplemental Report

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

Higher Education

1. EPSCoR Summary Report
2. Northern Idaho Consortium for Higher Education (NICHE) Local Operations Committee – Summary Report
3. Idaho Comprehensive Literacy Assessment Report
4. Idaho State University – Approval of New Administrative Unit – Department of Medicine and Surgery
5. Idaho State University – Approval of Notice of Intent: New Doctoral Program – Ph.D., Microbiology
6. University of Idaho – Change to the Constitution of the University Faculty
7. Approval of Higher Education Research Council (HERC) FY10 Budget
8. Idaho Technology Incentive Grant Program FY2010 Award
9. First Reading, Proposed Amendment to Board Policy III. Y. Advanced Opportunities, Idaho Standards

K-12

10. Distribution of \$500,000 for Advanced Opportunities Training
11. One Year Contract Renewal with Questar Assessment, Inc for Idaho English Language Assessment (IELA)
12. Approval of Accountability Workbook – Amendment to Adopt Indexing

AUDIT – Rod Lewis (10 min)

1. Eastern Idaho Technical College Foundation Operating Agreement

BUSINESS AFFAIRS & HUMAN RESOURCES

Section I – Human Resources

1. Idaho State University - Head Men's Basketball Coach Contract
2. University Of Idaho - Head Women's Basketball Coach Contract
3. Second Reading, Proposed Amendments to Board Policy, I.E., Executive Officers
4. Presidential Compensation

Section II – Finance

1. FY 2011 Line Item Requests

2. Student Health Insurance Rates
3. NCAA Academic Progress Rate (APR) Reports
4. Identity Theft (Red Flag) Policies
5. Boise State University - Memorandum of Understanding & Ground Lease with American Campus Communities
6. Boise State University - Lease Agreement with College of Western Idaho
7. Boise State University - Park & Ride Agreement with College of Western Idaho
8. University of Idaho - Fire Alarm Improvements to Wallace Complex
9. University of Idaho - Faculty-Staff Handbook Revisions
10. University of Idaho - Renovation of Niccolls Building
11. University of Idaho - Building Management Contract - Idaho Water Center
12. University of Idaho - Idaho Alumni Association of Alpha Gamma Rho, Inc. Purchase of TKE House
13. University of Idaho - Paradise Creek Realignment with Corp of Engineers
14. University of Idaho - Settlement Agreement
15. Lewis-Clark State College - Property Sale – Rental Apartments
16. Lewis-Clark State College - Management Agreement – College Place
17. College of Western Idaho – Property Transfer Agreement with State Board of Education
18. Room & Board Rates
19. Proposed Lease Agreement between the State Board of Education and ISDB/ Bureau of Educational Services for the Deaf and the Blind

DEPARTMENT OF EDUCATION – Tom Luna

1. Superintendent's Update
2. Temporary/Proposed Rule Change IDAPA 08.02.02.004 & 08.02.02.230
3. Temporary Rule Change IDAPA 08.02.03.004
4. Proposed Rule Change IDAPA 008.02.03.170
5. Creation of a State Board Subcommittee to Review Restructuring Plans
6. Idaho State Accreditation Report
7. Professional Standards Commission Appointment
8. Request for Waiver of 103% Student Transportation funding Cap for Garden Valley School District
9. Request for Waiver of 103% Student Transportation funding Cap Kellogg School District

10. Request for Waiver of 103% Student Transportation funding Cap Lapwai School District
11. Request for Waiver of 103% Student Transportation funding Cap Moscow School District
12. Request for Waiver of 103% Student Transportation funding Cap Orofino School District
13. Request for Waiver of 103% Student Transportation funding Cap Plummer/Worley School District
14. Request for Waiver of 103% Student Transportation funding Cap Wallace School District
15. Transportation – Students Less Than One And One Half Mile
16. Adjusted Trustee Zones for Arbon Elementary School District

If auxiliary aids or services are needed for individuals with disabilities, or if you wish to speak during the Open Forum, please contact the Board office at 334-2270 no later than two days before the meeting. While the Board attempts to address items in the listed order, some items may be addressed by the Board prior to or after the order listed.

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1. Agenda Approval

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

2. Minutes Approval

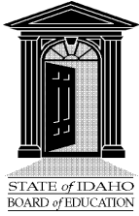
BOARD ACTION

To approve the minutes from April 6, 2009; April 16-17, 2009; April 22, 2009; and May 7, 2009 as submitted.

3. Rolling Calendar

BOARD ACTION

To approve June 17-18, 2010 as the date and Eastern Idaho Technical College in Idaho Falls, ID as the location for the June 2010 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 6, 2009
Boise State University
Student Union Building
Grand Ballroom
Boise, Idaho**

A regular meeting of the State Board of Education was held April 6, 2009 at Boise State University's Student Union Building, in Boise, Idaho. The meeting was called to order at 8:45 a.m. Board President Milford Terrell presided.

Present:

Milford Terrell, President
Kenneth Edmunds
Tom Luna, State Superintendent

Paul Agidius, Vice President
Richard Westerberg

Absent:

Blake Hall
Rod Lewis

BOARDWORK

1. Agenda Review and Approval

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

At this time, Board President Terrell introduced Don Soltman in the audience. Mr. Soltman was recently appointed by Governor Otter to serve on the Board of Education. He will be appearing before the Legislature for confirmation hearings later this week.

BUSINESS AFFAIRS & HUMAN RESOURCES

Section II – Finance

Overview – Student Tuition & Fee Rates (Academic Year 2009 – 2010)

Board member Westerberg outlined the day's schedule for setting the FY 2010 student tuition and fee rates for the colleges and universities. Scott Christie of the Board office explained that policy directs the Board to consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as appropriate. It was noted that an institution cannot request more than a ten percent increase in total full-time student fee unless otherwise authorized by the Board.

Mr. Christie noted that the Council on Academic Affairs and Programs (CAAP) had reviewed the professional fee requests from Idaho State University and the University of Idaho, and is supportive of the requests. Also, per Board policy, the institutions notified students of proposed fee increases and conducted public hearings. Mr. Christie reviewed the various chart details provided to the Board in their agenda materials having to do with general fee-related background information.

INSTITUTION REPORTS

1. Lewis-Clark State College – Student Tuition & Fee Rates (Academic Year 2009 – 2010)

President Dene Thomas reported that LCSC had worked hard to balance the costs of programs with student access. She introduced Vice President of Finance Chet Herbst. Mr. Herbst discussed factors that contributed to LCSC's fee increase request. He emphasized that LCSC has had a very lean operation and depends more on appropriated dollars than the other institutions, so any downturn puts a strain on the College. Also, LCSC benefits less from enrollment workload adjustment compared to the other institutions. Mr. Herbst indicated that LCSC has limited reserves and consistently operates with very lean staffing. He pointed out that the workload for current staff has increased substantially making it more difficult to cut back on staff; but the College has done so when necessary. Mr. Herbst explained that LCSC is in a different Carnegie category than the other institutions and so it falls below in salaries compared to the other institutions. Mr. Herbst discussed a number of key factors that impact the College such as recent construction and occupancy costs to keep up with program growth. He pointed out that expansion, which depends on state funding, has been severely impacted. In terms of endowments and grants, while those funds have grown since 2001, they are still significantly smaller than what the other four-year institutions are able to attract.

Mr. Herbst explained that the College's request for a nine percent increase in student fees is not for expansion of programs or to keep up with growth; and it's not to enhance current operations, promote construction, or for occupancy costs. For the past two years, the strategy of LCSC has been to just hold even, but holding even is impossible this year. This year LCSC is just trying to stay in the race. It is dropping back until the economy recovers and hopes to sustain some programs during in the meantime.

Mr. Herbst discussed the funding gap that LCSC is facing. He explained that this is the amount that LCSC needs to come up with in order to just keep close to the current operations. The College did receive stimulus dollars, but not enough to offset the need. Other cost factors that LCSC has had to address include keeping the residence halls affordable for students, adjusting meal plans to keep them affordable, implementing cost-controls related to textbooks and instructional materials, keeping parking reasonable and available to students, and making sure that student health insurance is available at an affordable rate.

LCSC Student Body President Brent Astle was introduced. He presented the student perspective and noted that there are three points to consider: first, the obligations of the institution to provide a sound and well-rounded education; second, the benefit of education to the student, the community, and the state; and third, the change factor at LCSC as it works to balance cost with access in these difficult economic times. Mr. Astle emphasized that LCSC is finding a new mold to fit into. He agreed that while the proposed nine percent increase is difficult in a community where people are losing jobs, the Associated Student Body is willing to accept that increase with the understanding that LCSC will continue to work to bring costs down. Mr. Astle noted that students at LCSC feel that the Board process has not valued the input of the students in the past. He encouraged the Board to understand that the students at LCSC do recognize that the cost of their education is worth the value of that education; thus, the students stand behind LCSC in its request.

President Thomas emphasized there will be program cuts and personnel cuts; LCSC will be running a lesser operation. Some class offerings and some programs will go away. Mr. Herbst reported that LCSC has approximately \$1.5 - 2 million in reserves. Without a nine percent increase, LCSC will have to make deeper more drastic cuts to programs. He noted that even with a nine percent increase, LCSC will still have to dip into its reserves.

2. Boise State University – Student & Fee Rates (Academic Year 2009 – 2010)

President Bob Kustra thanked the Board for their thorough review of the higher education budget requests. He noted that BSU's endowment fund is down significantly which will seriously impact scholarships. In addition BSU will lose students and funds with the transfer of the Selland College of Technology to the College of Western Idaho. Dr. Kustra explained the process BSU went through to come up with the recommended increase and indicated that while BSU needs much more, the five percent increase was all it was willing to recommend. He introduced Stacy Pearson to present the fee increase proposal.

Ms. Pearson discussed various aspects of the budget planning process and that BSU's guiding principles include supporting the core functions of the University. While the general account reductions will be partially offset by funding from the federal stimulus, those funds are one-time monies covering two years. BSU will reduce its operating budget by focusing on its priorities while minimizing, as much as possible, the financial impact on students.

Ms Pearson explained that in managing the holdbacks and continued reductions, BSU requested all the departments on campus to identify organizational efficiencies and opportunities for change, and to draft plans for potential reductions of six, eight and ten percent. BSU also reviewed the academic offerings and requirements and notified staff that reductions would not be across-the-board, but strategic. In addition, a review of vacant positions was conducted resulting in some positions not being filled and others being eliminated. Departments have reorganized to reduce operating costs. Scenarios are in place such as furloughs and voluntary work reductions to offset possible personnel reductions. To keep staff updated, the University set up a website to solicit suggestions, answer questions, and address rumors and concerns in an effort to improve communication.

Student Body President Trevor Greg and Student Body Vice President Joe Bunt were introduced. Mr. Greg noted that the fee proposal brought to the Board today represents the strong voice and involvement of BSU's students. He emphasized that students were given thorough information and access to the details. He noted even though the students approved a

6.35% increase in fees, President Kustra asked for it to be lowered down to five percent. He is satisfied that administration gave students an active role in the overall decision.

Dr. Kustra made the observation that the reserve funds at BSU may differ from those at other institutions. For example, at BSU, the reserve fund is a symbol of the University's fiscal prudence and stability. The reserve fund also plays a critical role in the bonding ability of the institution because it allows BSU to get the kind of interest rates that enable the University to move forward. Dr. Kustra noted that before doing anything in the way of fee increases, the University made sure none of its departments held back more than was reported for rainy days.

Ms. Pearson reported that BSU has both net unrestricted and unobligated funds. In the unobligated category, BSU has approximately five million dollars. She noted that those funds are set aside for emergencies and holdbacks. To manage FY 2010 budget constraints, BSU will continue to make cuts where possible. Ms. Pearson indicated that BSU does not expect its reserve balances to increase.

Mr. Christie of the Board office clarified that the institutions have to have a strong reserve fund balance in order to have an acceptable financial ratio. Some of the institutions have to make up lost ground in that regard.

Related to enrollment growth, Dr. Kustra reiterated that BSU needs to make up for the 1200 enrollments that have or will move to the College of Western Idaho along with the Larry Selland College programs. He announced that BSU has had an 11% increase in applications so far. He is optimistic that there will be an enrollment increase to go along with that.

3. Idaho State University – Student Tuition & Fee Rates (Academic Year 2009 – 2010)

President Art Vailas addressed the Board. He shared his perspective that every college and university, nationally speaking, has different needs in terms of the condition and age of their infrastructure, the demand for program growth and offerings, equipment needs, regional setting, mission, goals, and financial health. ISU based its recommendation on what it determined its students should be expected to shoulder. Dr. Vailas indicated that the Legislature and the Board have both cautioned ISU regarding its reserves so the University is obligated to be mindful of that situation.

Jim Fletcher was introduced to discuss the proposed fee increase. He reported that while ISU's faculty and staff had been notified of possible non-renewal of contracts, a key priority is to keep and maintain tenured faculty. ISU is striving to minimize the impact of the financial constraints upon student services. It hopes to maximize the reduction to non-people expenses in order to protect people as much as possible.

ISU is working to make sure that ISU is right-sized for the future and can navigate through this difficult time. Mr. Fletcher reiterated that the ISU budget was set within the context of the University's strategic plan. Mr. Fletcher noted that ISU's reduction-in-force approaches triple digits. One of the things that ISU has done to assist those who are being let go is to contract with Monster Services in an attempt to provide out-placement services and give them resources to help find other employment.

Mr. Fletcher although this has been a difficult year, the attempt was been made to find the right balance in burden-bearing. He noted that the student body and senate were extensively involved in the fee setting process. A budget review committee was created that could move

quickly, keep confidentiality, and communicate effectively in the midst of constantly changing demands. The total tuition and fee setting process was driven by things such as enrollment, benefit cost increase, inflation adjustments, unfunded mandates, state holdbacks and initiatives.

Mr. Fletcher explained that even a fee rate increase of 8.4% will not meet the University's needs which include academic priorities, equipment needs for the aging infrastructure, and the flexibility to deal with additional holdbacks, among other things.

Linda Hatzenbuehler was introduced to discuss the new professional fee requests for Speech Language Pathology online courses, Speech Language Online Pre-Professional program, Dental Hygiene program, Radiographic Science program, the Clinical Lab Science, and the Social Work. She explained that special professional fees were originally developed to maintain the level of funding to meet the accreditation requirements. Now, they are needed to fund new programs because no state funding is available. Dr. Vailas explained that the quagmire ISU faces is to provide the programs to meet the state's shortages and still hold onto accreditation.

Mr. Fletcher noted that this has been a grueling budget process. The human reality baked into this reduction is that there is now a higher teaching workload, larger classes, fewer meals, decreased mail delivery and janitorial services, reduced travel and purchases, a notable reduction of administrative support, and many other things. A number of ideas have been explored to find ways for people to do more, with less.

Student Body President Matt Spencer thanked the Board for the opportunity to speak on behalf of the students. He noted that a downturn in the economy ideally should not fall on the backs of the students. But, the students at ISU are in agreement that a downturn in the economy should not rob them of the opportunity for a good education either. He gave several examples of how students have had to make up the difference financially with the economic downturn such as having to stay in school an extra semester or two because classes are eliminated or over-filled. Mr. Spencer noted that he was involved in the fee setting proposal process all along the way. And, while the process had to be confidential because of the many issues being discussed, administration had an open-door policy to all the students who wanted to know more about what was going on.

4. University of Idaho – Student Tuition & Fee Rates (Academic Year 2009 – 2010)

President Steven Daley-Laursen presented the proposed fee recommendation and introduced Vice President of Finance Lloyd Mues to discuss the details. Student Body President Garrett Holbrook and Student Lobbyist James Smith were also introduced.

Mr. Laursen explained that the proposed increase for FY 2010 is 8.5%. Students pay about 17% of the total revenue that comes into the institution. UI does not want to reduce the array of student development opportunities or increase the amount of time it takes for students to complete their education. The process undertaken to arrive at the proposed fee increase was thorough. The request is about minimizing the impact on students and their families at the same time staying focused on quality. At the time of the proposed fee increase discussion there were about 80 faculty positions that were targeted to be cut. UI has a solid plan and is not relying solely on fees to fund the needs of the institution. In the last few years the UI reallocated internally, and as realized increased enrollments as a result. Strategic enrollment management has also been successful in helping the UI to project enrollment numbers. In regards to advancement, UI has been successful. UI has utilized strategic program utilization to target programs that were light in enrollment or heavy in costs. A request from the departments for

suggestions of efficiencies and effective use of funds brought forward many ideas from that can be used by the UI to save and better utilize investments.

Garrett Holbrook presented concerns and issues raised by students related to fees. In terms of student involvement, the process has been thorough and transparent. Students worry that if UI can't keep up or pay staff and faculty a salary that will keep them there, they may leave UI. That situation would be to the detriment of the students. Also, without sufficient staff and faculty, students are more likely to miss classes they need to graduate, etc. Mr. Holbrook indicated that the students at UI have approved the proposal even though it will be a hardship because the hardship is outweighed by the desire of the students for a successful, strong, and quality education and future.

Lloyd Mues presented additional details to the Board. UI anticipates enrollment going up by one percent. As to the reserves, UI will continue to work to build that back up. Mr. Mues reviewed the matriculation fee which covers student services, institutional support, and plant operations. He discussed the scope of the facilities fee, the technology fee, and the activities fees. Mr. Mues emphasized that even with the stimulus dollars and the recommended fee increase, there will still be a significant negative of about \$2 million at the UI. UI has taken about 80 positions out of its base already. There will potentially be additional personnel and program cuts of one sort or another. Mr. Mues emphasized again that the strategic reserve fund balances need to go up because they are currently at the lowest that UI can tolerate.

5. Eastern Idaho Technical College – Student Tuition & Fee Rates (Academic Year 2009 – 2010)

President Burton Waite presented the fee rate increase recommendation for EITC. He introduced Bob Smart to discuss the details. Mr. Waite noted that the funding for EITC is different from all of the other institutions because its budget is part of the Division of Professional-Technical Education budget. Mr. Waite emphasized that in all its budget discussions, EITC's priority is to hold students in the classrooms harmless while continuing to provide them with quality services and opportunities. Of note, EITC has people wanting to apply, but equipment or accreditation requirements related to student-teacher ratios make it impossible to enroll them.

Bob Smart of Eastern Idaho Technical College reported that EITC proposes a five increase for full-time resident and full-time non-resident student enrollment fees. EITC also proposes an increase in the part-time resident and non-resident fees by 1.2% as part of the College's plan. Based on current information, EITC is looking at a six percent base reduction. Mr. Smart reported that the students were involved in the fee setting process which included public hearings and discussion. As far as reserve funds, EITC has an unrestricted fund balance of \$3.5 million and the College will tap into those funds as needed. A five percent fee increase will bring in about \$72,000.

In order to balance the budget, ETIC is looking at reductions in all areas including personnel, adjunct faculty, operational costs as far as facilities are concerned, consolidation of classes, reducing travel, associations, etc.

Following the EITC presentation, Board President Terrell took a moment to introduce Wayne Davis and two students representing Idaho's student council leaders. The students were in town to visit the Legislature. Mr. Davis introduced Nate Roberts of Idaho Falls and Meagan Keller of Kuna. Ms. Keller and Mr. Roberts discussed the activities, impact, and recruiting efforts

undertaken by Idaho's student councils. They noted that students who participate in student government go on to be involved citizens who have a better understanding of government issues in general, and have a desire to translate their service into activities in the world beyond high school. They discussed outreach efforts that are undertaken to draw more students into student government activities. They explained that Idaho's association works to improve communication to and from, and among Idaho's many schools and school districts. The Board thanked the students for being at the Board meeting and sharing with the Board members.

The Board returned to the business of setting fees. There was a brief discussion and motions were drafted related to the fee rate increase recommendations.

1. Lewis-Clark State College

M/S (Westerberg/Agidius): To approve the annual full-time resident student fee rates for FY 2010 for Lewis-Clark State College at an overall increase of seven percent (7%), to include tuition, facility, technology, and activity fees; and to approve the annual full-time student fee rate increase for nonresident tuition at seven percent (7%). Motion carried unanimously.

M/S (Westerberg/Edmunds): To approve all other fees other than the annual full-time resident and non resident student fee rates for FY 2010 for Lewis-Clark State College as contained in the LCSC Fees motion sheet which will be made part of the written minutes. Motion carried unanimously.

M/S (Westerberg/Luna): Provided that if the Idaho Legislature approves a personnel cost reduction that is less than five percent (5%), then all resident and non-resident general education fees, including feeds for tuition/matriculation for full-time, part-time, summer, and graduate students, shall be adjusted to account for the additional general funds realized by any change to the personnel funding appropriation. Motion carried unanimously.

2. Boise State University:

M/S (Westerberg/Agidius): To approve the annual full-time resident student fee rates for FY 2010 for Boise State University at an overall increase of five percent (5%), to include tuition, facility, technology, and activity fees; and to approve the annual full-time student fee rate increase for nonresident tuition of five percent (5%). Motion carried unanimously.

M/S (Westerberg/Edmunds): To approve all other fees other than the annual full-time resident and non-resident student fee rates for FY 2010 for Boise State University as contained in the BSU Fees motion sheet which will be made part of the written minutes. Motion carried unanimously.

M/S (Westerberg/Edmunds): Provided that if the Idaho Legislature approves a personnel cost reduction that is less than five percent (5%), then all resident and non-resident general education fees, including feeds for tuition/matriculation for full-time, part-time, summer, and graduate students, shall be adjusted to account for the additional general funds realized by any change to the personnel funding appropriation. Motion carried unanimously.

3. Idaho State University:

M/S (Westerberg/Edmunds): To approve the annual full-time resident student fee rates for FY 2010 for Idaho State University at an overall increase of six and one-half percent (6.5%), to include tuition, facility, technology, and activity fees; and to approve the annual full-time student fee increase rate for nonresident tuition of six and one-half percent (6.5%). Motion carried unanimously.

M/S (Westerberg/Edmunds): To approve all other fees other than the annual full-time resident and non resident student fee rates for FY 2010 for Idaho State University as contained in the ISU Fees motion sheet which will be made part of the written minutes.

M/S (Westerberg/Edmunds): Provided that if the Idaho Legislature approves a personnel cost reduction that is less than five percent (5%), then all resident and non-resident general education fees, including feeds for tuition/matriculation for full-time, part-time, summer, and graduate students, shall be adjusted to account for the additional general funds realized by any change to the personnel funding appropriation. Motion carried unanimously.

4. University of Idaho:

M/S (Westerberg/Edmunds): To approve the annual full-time resident student fee rates for FY 2010 for University of Idaho at an overall increase of six and one-half percent (6.5%), to include matriculation, facility, technology, and activity fees; and to approve the annual full-time student fee rate increase for nonresident tuition of zero percent (0%). Motion carried unanimously.

M/S (Westerberg/Agidius): To approve all other fees other than the annual full-time resident and non resident student fee rates for FY 2010 for University of Idaho as contained in the UI Fees motion sheet which will be made part of the written minutes. Motion carried unanimously.

M/S (Westerberg/Agidius): Provided that if the Idaho Legislature approves a personnel cost reduction that is less than five percent (5%), then all resident and non-resident general education fees, including feeds for tuition/matriculation for full-time, part-time, summer, and graduate students, shall be adjusted to account for the additional general funds realized by any change to the personnel funding appropriation. Motion carried unanimously.

5. Eastern Idaho Technical College:

M/S (Westerberg/Edmunds): To approve the annual full-time resident student fee rates for FY 2010 for Eastern Idaho Technical College at an overall increase of five percent (5%), to include tuition, facility, technology, and activity fees; and to approve the annual full-time student fee rate increase for nonresident tuition of five percent (5%). Motion carried unanimously.

M/S (Westerberg/Edmunds): To approve all other fees other than the annual full-time resident and non-resident student fee rates for FY 2010 for Eastern Idaho Technical College as contained in the EITC Fees motion sheet which will be made part of the written minutes. Motion carried unanimously.

M/S (Westerberg/Agidius): Provided that if the Idaho Legislature approves a personnel cost reduction that is less than five percent (5%), then all resident and non-resident general education fees, including feeds for tuition/matriculation for full-time, part-time, summer, and

graduate students, shall be adjusted to account for the additional general funds realized by any change to the personnel funding appropriation. Motion carried unanimously.

OTHER BUSINESS**EXECUTIVE SESSION**

The regular meeting of the Board was adjourned and the Board voted to go into Executive Session at 2:45 p.m.

M/S (Agidius/Westerberg): To go into executive session at 2:43 p.m. pursuant to Idaho Code Section 67-2345(1) (a) to consider hiring a public officer, employee, staff member, or individual agent. A roll call vote was taken; motion carried 5-0 (members Hall and Lewis were not present).

During Executive Session, the Board discussed and considered, as Regents of the University of Idaho, the hiring of a public officer, employee, staff member, or individual agent.

M/S (Agidius/Westerberg): To go out of executive session at 2:43 p.m. and adjourn for the evening. Motion carried unanimously.

Colleges & Universities

Summary of FY 2010 Annual Student Fees - Approved Board Meeting: April 6, 2009

Institution	FY2009 Fees	Requested Fee Increases		Total Requested FY2010 Fees
		Amount	% Incr	
1 Full-time Fees & Tuition:				
2 Resident Tuition and Fees:				
3 Undergraduate:				
4 Boise State University	\$4,632.00	\$232.00	5.0%	\$4,864.00
5 Idaho State University	\$4,664.00	\$304.00	6.5%	\$4,968.00
6 * University of Idaho	\$4,632.00	\$300.00	6.5%	\$4,932.00
7 Lewis Clark State College	\$4,296.00	\$300.00	7.0%	\$4,596.00
8 Eastern Idaho Tech College	\$1,666.00	\$84.00	5.0%	\$1,750.00
9 Average 4 year institutions	\$4,556.00			\$4,840.00
10 Graduate:				
11 Boise State University	\$852.00	\$40.00	4.7%	\$892.00
12 Idaho State University	\$810.00	\$70.00	8.6%	\$880.00
13 University of Idaho	\$580.00	\$44.00	7.6%	\$624.00
14 Average Graduate	\$747.33			\$798.67
15 Nonresident Tuition and Fees:				
16 Undergraduate	(In addition to the tuition and fees paid by resident students)			
17 Boise State University	\$8,576.00	\$428.00	5.0%	\$9,004.00
18 Idaho State University	\$9,204.00	\$598.00	6.5%	\$9,802.00
19 University of Idaho	\$10,080.00	\$0.00	0.0%	\$10,080.00
20 Lewis Clark State College	\$7,654.00	\$536.00	7.0%	\$8,190.00
21 Eastern Idaho Tech College	\$4,442.00	\$222.00	5.0%	\$4,664.00
22 Average 4 year institutions	\$8,878.50			\$9,269.00
23				
24 Part-time Credit Hour Tuition & Fees:				
25 Resident Fees: (per credit hour)				
26 Undergraduate:				
27 Boise State University	\$238.00	\$14.00	5.9%	\$252.00
28 Idaho State University	\$236.00	\$17.00	7.2%	\$253.00
29 University of Idaho	\$238.00	\$13.00	5.5%	\$251.00
30 Lewis Clark State College	\$215.00	\$19.00	8.8%	\$234.00
31 Eastern Idaho Tech College	\$83.00	\$1.00	1.2%	\$84.00
32 In-Service Teacher Fee	\$78.00	\$5.00	6.4%	\$83.00
33				
34 Graduate:	(In addition to resident undergraduate fees)			
35 Boise State University	\$47.00	\$2.00	4.3%	\$49.00
36 Idaho State University	\$40.00	\$4.00	10.0%	\$44.00
37 University of Idaho	\$29.00	\$2.00	6.9%	\$31.00
38 In-Service Teacher Fee	\$92.00	\$6.00	6.5%	\$98.00
39				
40 Nonresident Tuition and Fees:				
41 Pt Tm Nonresident Cr Hr Tuition	(In addition to resident fees)			
42 Boise State University	\$75.00	\$5.00	6.7%	\$80.00
43 Idaho State University	\$128.00	\$12.00	9.4%	\$140.00
44 University of Idaho	\$336.00	\$168.00	50.0%	\$504.00
45 Lewis-Clark State College	\$0.00	\$0.00	No Fee	\$0.00
46 Eastern Idaho Tech College	\$83.00	\$1.00	1.2%	\$84.00

* Note: Includes non-instructional fees only - not tuition

Changes to Student Fees for FY 2010
Annual Full-Time Fees and Part-Time Credit Hours Fees

		Bd	FY09	FY10	Approved Fees		
Student Fees:		Appv	Fees	Initial Notice	FY10 Fees	Change	% Chg.
1	Full-time Fees:						
2	Tuition (Unrestricted)	**	\$2,890.60	\$3,169.60	\$3,105.60	\$215.00	7.4%
3	Technology Fee	**	100.50	100.50	\$100.50	0.00	0.0%
4	Facilities Fees	**	1,006.00	1,056.00	\$1,006.00	0.00	0.0%
5	Student Activity Fees	**	634.90	675.90	\$651.90	17.00	2.7%
6	Total Full-time Fees		<u>\$4,632.00</u>	<u>\$5,002.00</u>	<u>\$4,864.00</u>	<u>\$232.00</u>	<u>5.0%</u>
7							
8	Part-time Credit Hour Fees:						
9	Education Fee	**	\$156.57	\$169.09	\$168.52	\$11.95	7.6%
10	Technology Fee	**	5.40	5.40	5.15	(0.25)	-4.6%
11	Facilities Fees	**	48.40	50.90	48.40	0.00	0.0%
12	Student Activity Fees	**	27.63	31.61	29.93	2.30	8.3%
13	Total Part-time Cr Hr Fees:		<u>\$238.00</u>	<u>\$257.00</u>	<u>\$252.00</u>	<u>\$14.00</u>	<u>5.9%</u>
14							
15	Summer Fees:						
16	Education Fee	**	\$153.45	\$166.45	\$166.45	\$13.00	8.5%
17	Technology Fee	**	5.40	5.15	5.15	(0.25)	-5%
18	Facilities Fees	**	43.90	43.90	43.90	0.00	0.0%
19	Student Activity Fees	**	19.25	20.50	20.50	1.25	6.5%
20	Total Summer Fees:		<u>\$222.00</u>	<u>\$236.00</u>	<u>\$236.00</u>	<u>\$14.00</u>	<u>6.3%</u>
21							
22	Other Student Fees:						
23	Graduate Fees:						
24	Full-time Grad/Prof	**	\$852.00	\$892.00	\$892.00	\$40.00	4.7%
25	Part-time Graduate/Hour	**	\$47.00	\$49.00	\$49.00	\$2.00	4.3%
26	Nonresident Tuition:						
27	Nonres Tuition - full time	**	\$8,576.00	\$9,004.80	\$9,004.00	\$428.00	5.0%
28	Nonres Fees - part-time		\$75.00	\$80.00	\$80.00	\$5.00	6.7%
29	Professional Fee:						
30	Undergrad. Nursing - Con't Students	**	\$200.00	\$200.00	\$200.00	\$0.00	0.0%
31	Undergrad. Nursing - New Students	**	\$850.00	\$850.00	\$850.00	\$0.00	0.0%
32	Other Fees:						
33	Western Undergrad Exchange	**	\$2,316.00	\$2,501.00	\$2,432.00	\$116.00	5.0%
34	Overload fee		\$238.00	\$257.00	\$252.00	\$14.00	5.9%
35	In-service Fees/Cr Hr - Undergrad	**	\$78.00	\$83.00	\$83.00	\$5.00	6.4%
36	In-service Fees/Cr Hr - Grad	**	\$92.00	\$98.00	\$98.00	\$6.00	6.5%
37	Total Other Student Fees						
38							
39							
40							
41	Changes to Student Activity Fees:						
42	Full-time:						
43	Intercollegiate Athletics		\$196.00	\$202.00	\$202.00	\$6.00	3.1%
44	Scholarships		\$16.00	\$40.00	\$30.00	\$14.00	87.5%
45	Student Newspaper (\$1.00 is temp)		\$5.00	\$16.00	\$12.00	\$7.00	140.0%
46	Student Programs Board		\$14.00	\$14.00	\$12.00	(\$2.00)	-14.29%
47	Student Radio		\$4.00	\$4.00	\$0.00	(\$4.00)	-100.00%
48	Spirit Squad		\$4.00	\$4.00	\$0.00	(\$4.00)	-100.00%
49							
50	Part-time:						
51	Intercollegiate Athletics		\$6.65	\$10.00	\$9.65	\$3.00	45.1%
52	Student Newspaper		\$0.25	\$0.88	\$0.25	\$0.00	0.0%
53	SUB		\$9.25	\$9.25	\$8.75	(\$0.50)	-5.41%
	Student Radio		\$0.20	\$0.20	\$0.00	(\$0.20)	-100.00%
54	Student Health Insurance Premium		\$1,394				

Notes:

FY 2010 enrollment forecast based on actual academic enrollments in FY 2008

FY 2010 enrollment forecast excludes all Selland College students

FY 2010 enrollment forecast of FT and PT students includes change in Board Policy to define FT as 12 credits.

**Potential Student Fee Revenue Changes for FY 2010
Due to Enrollment and Fee Changes**

	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes					
	HC/SCH Enrollmt		Enrollment Changes		Fee Changes		Total Rev Chge	
	FY09	FY10	Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
Student Fees:								
1 Full-time Fees:		-24.2%						
2 Tuition (Unrestricted)	12,444	9,433	(\$8,703,600.00)		\$2,028,100.00		(\$6,675,500.00)	
3 Technology Fee	12,444	9,433		(\$302,600.00)		\$0.00		(\$302,600.00)
4 Facilities Fees	12,444	9,433		(3,029,100.00)		0.00		(3,029,100.00)
5 Student Activity Fees	12,444	9,433		(1,911,700.00)		160,400.00		(1,751,300.00)
6 Total Full-time Fees			(\$8,703,600.00)	(\$5,243,400.00)	\$2,028,100.00	\$160,400.00	(\$6,675,500.00)	(\$5,083,000.00)
7								
8 Part-time Credit Hour Fees:		152.6%						
9 Education Fee	43,155	109,023	\$10,313,000.00		\$1,302,800.00		\$11,615,800.00	
10 Technology Fee	43,155	109,023		\$355,700.00		(\$27,300.00)		\$328,400.00
11 Facilities Fees	43,155	109,023		3,188,000.00		0.00		3,188,000.00
12 Student Activity Fees	43,155	109,023		1,819,900.00		250,800.00		2,070,700.00
13 Total Part-time Cr Hr Fees:			\$10,313,000.00	\$5,363,600.00	\$1,302,800.00	\$223,500.00	\$11,615,800.00	\$5,587,100.00
14								
15 Summer Fees:		2.0%						
16 Education Fee	25,623	26,135	\$78,600.00		\$339,800.00		\$418,400.00	
17 Technology Fee	25,623	26,135		\$2,800.00		(\$6,500.00)		(\$3,700.00)
18 Facilities Fees	25,623	26,135		22,500.00		0.00		22,500.00
19 Student Activity Fees	25,623	26,135		9,900.00		32,700.00		42,600.00
20 Total Summer Fees:			\$78,600.00	\$35,200.00	\$339,800.00	\$26,200.00	\$418,400.00	\$61,400.00
21								
22 Other Student Fees:								
23 Graduate Fees:		0.0%						
24 Full-time Grad/Prof	448	448	\$0.00		\$17,900.00		\$17,900.00	
25 Part-time Graduate/Hour	7,770	7,770	\$0.00		\$15,500.00		\$15,500.00	
26 Nonresident Tuition:								
27 Nonres Tuition - full-time	453	453	\$0.00		\$193,900.00		\$193,900.00	
28 Nonres Fees - part-time	5,000	5,000	\$0.00		\$25,000.00		\$25,000.00	
29 Professional Fees:								
30 Undergrad. Nursing - Con't S	350	350	\$0.00			0		0
31 Undergrad. Nursing - New SI	90	90	\$0.00			0		0
32 Other Fees:								
33 Western Undergrad Exchge	183	183	\$0.00		\$21,200.00		\$21,200.00	
34 Overload Fee	376	376	\$0.00		\$5,300.00		\$5,300.00	
35 In-service Fees/Cr Hr - Undergrad			\$0.00		\$0.00		\$0.00	
36 In-service Fees/Cr Hr - Grad	2,048	2,089	\$3,800.00		\$12,500.00		\$16,300.00	
37 Total Other Student Fees			\$3,800.00	\$0.00	\$291,300.00	\$0.00	\$295,100.00	\$0.00
38								
39 Total Additional Student Fee Revenue			\$1,691,800.00	\$155,400.00	\$3,962,000.00	\$410,100.00	\$5,653,800.00	\$565,500.00
40								
41 1) Changes to Student Activity Fees:								
42 Full-time:								
43 Intercollegiate Athletics	12,444	9,433		(\$590,200.00)		\$56,600.00		(\$533,600.00)
44 Scholarships	12,444	9,433		(\$48,200.00)		\$132,100.00		\$83,900.00
45 Student Newspaper (\$1.00 is	12,444	9,433		(\$15,100.00)		\$66,000.00		\$50,900.00
46 Student Programs Board	12,444	9,433		(\$42,200.00)		(\$18,900.00)		(\$61,100.00)
47 Student Radio	12,444	9,433		(\$12,000.00)		(\$37,700.00)		(\$49,700.00)
48 Spirit Squad	12,444	9,433		(\$12,000.00)		(\$37,700.00)		(\$49,700.00)
49				(\$719,700.00)		\$160,400.00		(\$559,300.00)
50 Part-time								
51 Intercollegiate Athletics	43,155	109,023		\$438,000.00		\$327,100.00		\$765,100.00
52 Student Health Center	43,155	109,023		\$16,500.00		\$0.00		\$16,500.00
53 Student Union Operations	43,155	109,023		\$609,300.00		(\$54,500.00)		\$554,800.00
				\$1,063,800.00		\$272,600.00		\$1,336,400.00

54

Changes to Student Fees for FY 2010
Annual Full-Time Fees and Part-Time Credit Hours Fees

Student Fees:		Bd Appv	FY09 Fees	FY10 Initial Notice	Approved Fees		
					FY10 Fees	Change	% Chg.
1	Full-time Fees:						
2	Tuition	**	\$3,113.90		\$3,317.84	\$203.94	6.5%
3	Technology Fee	**	150.00		166.80	16.80	11.2%
4	Facilities Fees	**	434.00		486.00	52.00	12.0%
5	Student Activity Fees	**	966.10		997.36	31.26	3.2%
6	Total Full-time Fees		\$4,664.00	\$5,100.00	\$4,968.00	\$304.00	6.5%
7							
8	Part-time Credit Hour Fees:						
9	Education Fee	**	\$175.57		\$212.49	\$36.92	21.0%
10	Technology Fee	**	9.00		6.15	(2.85)	-31.7%
11	Facilities Fees	**	0.00		0.00	0.00	0.0%
12	Student Activity Fees	**	51.43		34.36	(17.07)	-33.2%
13	Total Part-time Cr Hr Fees:		\$236.00	\$255.00	\$253.00	\$17.00	7.2%
14							
15	Other Student Fees:						
16	Graduate Fees:						
17	Full-time Grad/Prof	**	\$810.00	\$880.00	\$880.00	\$70.00	8.6%
18	Part-time Graduate/Hour	**	\$40.00	\$44.00	\$44.00	\$4.00	10.0%
19	Nonresident Tuition:						
20	Nonres Tuition	**	\$9,204.00	\$10,080.00	\$9,802.00	\$598.00	6.5%
21	Part-time Nonres Tuition	**	\$128.00	\$140.00	\$140.00	\$12.00	9.4%
22	Professional Fees:						
23	PharmD - Resident	**	\$6,800.00	\$7,208.00	\$7,208.00	\$408.00	6.0%
24	PharmD - Nonres	**	\$10,720.00	\$11,364.00	\$11,364.00	\$644.00	6.0%
25	Phys Therapy - Resident	**	\$1,656.00	\$1,760.00	\$1,760.00	\$104.00	6.3%
26	Phys Therapy - Nonres	**	\$5,724.00	\$6,084.00	\$6,084.00	\$360.00	6.3%
27	Occu Therapy - Resident	**	\$1,656.00	\$1,760.00	\$1,760.00	\$104.00	6.3%
28	Occu Therapy - Nonres	**	\$5,724.00	\$6,084.00	\$6,084.00	\$360.00	6.3%
29	Physician Assistant - Resident	**	\$16,650.00	\$17,814.00	\$17,814.00	\$1,164.00	7.0%
30	Physician Assistant - Nonres	**	\$18,525.00	\$19,821.00	\$19,821.00	\$1,296.00	7.0%
31	Nursing-BSN	**	\$1,000.00 *	\$1,200.00	\$1,200.00	\$200.00	20.0%
32	Nursing-MSN	**	\$1,440.00	\$1,540.00	\$1,540.00	\$100.00	6.9%
33	Speech Language Path MS (Cr Hr)	**	\$35.00	\$38.00	\$38.00	\$3.00	8.6%
34	Speech Language Online PreProf (Cr	**	\$175 Class Fee	\$185.00	\$185.00	New	New
35	Speech Language Online MS (Cr Hr)	**	\$0.00	\$400.00	\$400.00	New	New
36	Audiology AuD (Cr Hr)	**	\$35.00	\$38.00	\$38.00	\$3.00	8.6%
37	Dental Hygiene BS (Junior/Senior)	**	\$0.00	\$500.00	\$500.00	New	New
38	Dental Hygiene MS-Didactic (Cr Hr)	**	\$75.00 *	\$80.00	\$80.00	\$5.00	6.7%
39	Dental Hygiene MS-Clinical (Cr Hr)	**	\$300.00 *	\$318.00	\$318.00	\$18.00	6.0%
40	Dental Hygiene MS-Thesis (Cr Hr)	**	\$150.00 *	\$160.00	\$160.00	\$10.00	6.7%
41	Counseling-Graduate	**	\$690.00	\$740.00	\$740.00	\$50.00	7.2%
42	Radiographic Science	**	\$500 Class Fee	\$650.00	\$700.00	New	New
43	Clinical Lab Science	**	\$0.00	\$800.00	\$800.00	New	New
44	Social Work	**	\$0.00	\$200.00	\$200.00	New	New
45	Idaho Dental Education (IDEP)		\$19,090.00	\$20,740.00	\$20,444.00	\$1,354.00	7.1%
46	Other Fees:						
47	Western Undergrad Exchge	**	\$2,332.00	\$2,550.00	\$2,484.00	\$152.00	6.5%
48	In-service Fees/Cr Hr - Undergrad	**	\$78.00	\$83.00	\$83.00	\$5.00	6.4%
49	In-service Fees/Cr Hr - Grad	**	\$92.00	\$98.00	\$98.00	\$6.00	6.5%
50							
51							
52							
53							

Effective Fall 09, A full time student is defined as:

12 Cr Hrs for Undergrad Students - 9 Cr Hrs for Graduate Students

The change in FT/PT is reflected in the HC/SCH Enrollment changes

The fee increase request for FY 10 is listed at the maximum.

**The ultimate fee is dependent upon external economic factors
still to be determined by the legislature.**

The Full-time fee & Part-time credit hour fee are effective Fall Semester 2009.

Summer session fees are at the Part-time fee rate - effective Summer 2010.

**Potential Student Fee Revenue Changes for FY 10
Due to Enrollment and Fee Changes**

	Student Fees:	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes					
		HC/SCH Enrollment		Enrollment Changes		Fee Changes		Total Rev Chge	
		FY09	FY10	Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
1	Full-time Fees:		-10.4%						
2	Tuition	8,200	7,350	(\$2,646,800)		\$1,499,000		(\$1,147,800)	
3	Technology Fee	8,200	7,350		(127,500)		123,500		(4,000)
4	Facilities Fees	8,200	7,350		(368,900)		382,200		13,300
5	Student Activity Fees	8,200	7,350		(821,200)		229,800		(591,400)
6	Total Full-time Fees			(\$2,646,800)	(\$1,317,600)	\$1,499,000	\$735,500	(\$1,147,800)	(\$582,100)
7									
8	Part-time Credit Hour Fees:		49.7%						
9	Tuition	31,000	46,400	\$2,703,800		\$1,713,100		\$4,416,900	
10	Technology Fee	31,000	46,400		138,600		(132,200)		6,400
11	Facilities Fees	31,000	46,400		0		0		0
12	Student Activity Fees	31,000	46,400		792,000		(792,000)		0
13	Total Part-time Cr Hr Fees:			\$2,703,800	\$930,600	\$1,713,100	(\$924,200)	\$4,416,900	\$6,400
14									
15	Other Student Fees:								
16	Graduate Fees:								
17	Full-time Grad/Prof	816	816	\$0		\$57,100		\$57,100	
18	Part-time Graduate/Hour	6,543	6,543	0		26,200		26,200	
19	Nonresident Tuition:								
20	Nonres Tuition	225	225	0		\$134,600		134,600	
21	Part-time Nonres Tuition	600	600	0		7,200		7,200	
22	Professional Fees:								
23	PharmD - Resident	142	142		0		57,900		57,900
24	PharmD - Nonres	33	33		0		21,300		21,300
25	Phys Therapy - Resident	45	45		0		4,700		4,700
26	Phys Therapy - Nonres	20	20		0		7,200		7,200
27	Occu Therapy - Resident	17	17		0		1,800		1,800
28	Occu Therapy - Nonres	5	5		0		1,800		1,800
29	Physician Assistant - Resident	85	70		(249,800)		81,500		(168,300)
30	Physician Assistant - Nonres	15	38		426,100		49,200		475,300
31	Nursing-BSN	250	250		0		50,000		50,000
32	Nursing-MSN	108	108		0		10,800		10,800
33	Speech Language Path MS (Cr Hr)	1,240	1,240		0		3,700		3,700
34	Speech Language Online PreProf (C	570	570				5,700		5,700
35	Speech Language Online MS (Cr Hr)	0	36				14,400		14,400
36	Audiology AuD (Cr Hr)	586	586		0		1,800		1,800
37	Dental Hygiene BS (Junior/Senior)	86	86				43,000		43,000
38	Dental Hygiene MS-Didactic (Cr Hr)	190	248		4,400		1,200		5,600
39	Dental Hygiene MS-Clinical (Cr Hr)	7	18		3,300		300		3,600
40	Dental Hygiene MS-Thesis (Cr Hr)	20	16		(600)		200		(400)
41	Counseling-Graduate	80	89		6,200		4,500		10,700
42	Radiographic Science	175	175				122,500		122,500
43	Clinical Lab Science	18	18				14,400		14,400
44	Social Work	50	50				10,000		10,000
45	Idaho Dental Education (IDEP)	8	8				10,800		10,800
46	Other Fees:								
47	Western Undergrad Exchge	202	202	0		30,700		30,700	
48	In-service Fees/Cr Hr - Undergrad			0		0		0	
49	In-service Fees/Cr Hr - Grad	6,600	6,600	0		39,600		39,600	
50	Total Other Student Fees			\$0	\$189,600	\$295,400	\$518,700	\$295,400	\$708,300
51									
52	Total Additional Student Fee Revenue			\$57,000	(\$197,400)	\$3,507,500	\$330,000	\$3,564,500	\$132,600
53									

Effective Fall 09, A full time student is defined as:

12 Cr Hrs for Undergrad Students - 9 Cr Hrs for Graduate Students

The change in FT/PT is reflected in the HC/SCH Enrollment changes

The fee increase request for FY 10 is listed at the maximum.

**The ultimate fee is dependent upon external economic factors
still to be determined by the legislature.**

The Full-time fee & Part-time credit hour fee are effective Fall Semester 2009.

Summer session fees are at the Part-time fee rate - effective Summer 2010.

Changes to Student Fees for FY 2010
Annual Full-Time Fees and Part-Time Credit Hours Fees

Student Fees:	Bd Appv	FY09 Fees	FY10 Initial Notice	Approved Fees		
				FY10 Fees	Change	% Chg.
Full-time Fees:						
Matriculation Fee	**	\$2,827.68	\$3,136.12	\$3,054.48	\$226.80	8.0%
Technology Fee	**	121.80	127.90	125.40	3.60	3.0%
Facilities Fees	**	680.50	710.50	710.50	30.00	4.4%
Student Activity Fees	**	1,002.02	1,049.48	1,041.62	39.60	4.0%
Total Full-time Fees		<u>4,632.00</u>	<u>5,024.00</u>	<u>4,932.00</u>	<u>300.00</u>	<u>6.5%</u>
Part-time Credit Hour Fees:						
Education Fee	**	\$238.00	\$251.00	\$251.00	\$13.00	5.5%
Total Part-time Cr Hr Fees: *		<u>\$238.00</u>	<u>\$251.00</u>	<u>\$251.00</u>	<u>\$13.00</u>	<u>5.5%</u>
Other Student Fees:						
Graduate Fees:						
Full-time Grad/Prof	**	\$580.00	\$624.00	\$624.00	\$44.00	7.6%
Part-time Graduate/Hour	**	\$29.00	\$31.00	\$31.00	\$2.00	6.9%
Summer Session	**	\$228.00	\$241.00	\$241.00	\$13.00	5.7%
Outreach Programs	**	\$238.00	\$251.00	\$251.00	\$13.00	5.5%
Nonresident Tuition						
Nonres Tuition - Full-Time	**	\$10,080.00	\$10,080.00	\$10,080.00	\$0.00	0.0%
Part-time Nonres Tuition	**	\$336.00	\$504.00	\$504.00	\$168.00	50.0%
Professional Fees:						
Law College FT	**	\$5,670.00	\$6,220.00	\$6,220.00	\$550.00	9.7%
Law College PT	**	\$288.00	\$311.00	\$311.00	\$23.00	8.0%
Art & Architecture FT	**	\$852.00	\$894.00	\$894.00	\$42.00	4.9%
Art & Architecture PT	**	\$43.00	\$45.00	\$45.00	\$2.00	4.7%
Bioregional Planning FT	**	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	0.0%
Bioregional Planning PT	**	\$0.00	\$50.00	\$50.00	\$50.00	0.0%
Other Fees:						
Overload Fee (>18 credits)	**	\$0.00	\$251.00	\$251.00	\$251.00	0.0%
Western Undergrad Exchge	**	\$2,316.00	\$2,512.00	\$2,466.00	\$150.00	6.5%
In-service Fees/Cr Hr - Undergrad	**	\$78.00	\$83.00	\$83.00	\$5.00	6.4%
In-service Fees/Cr Hr - Grad	**	\$92.00	\$98.00	\$98.00	\$6.00	6.5%
Changes to Student Activity Fees						
Full-time						
Associated Students		185.50	194.50	189.50	4.00	2.2%
Intercollegiate Athletics		238.80	250.10	248.24	9.44	4.0%
Campus Recreation		123.10	123.10	123.10	0.00	0.0%
Commons/Union Operations		181.30	181.30	181.30	0.00	0.0%
Kibbie Center Operations		61.70	70.76	70.76	9.06	14.7%
Spirit Squad		6.00	7.00	6.00	0.00	0.0%
Student Services		56.00	67.00	67.00	11.00	19.6%
Other (Note A)		149.62	155.72	155.72	6.10	4.1%
		<u>1,002.02</u>	<u>1,049.48</u>	<u>1,041.62</u>	<u>39.60</u>	<u>4.0%</u>
Note A Includes Alumni Association, Campus Card, Fine Arts, Locker Services, Marching Band, Sales Tax, Student Health Services, Student Research Grants, Sustainability Center, and Transit Center.						
** The University of Idaho charges the same summer rate for in-state and out-of-state. All summer charges are on a per credit basis (there is no full-time summer rate).						
Student Health Insurance Premium		\$1,388.50				

Potential Student Fee Revenue Changes for FY 2010
Due to Enrollment and Fee Changes

	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes					
	HC/SCH Enrollmt		Enrollment Changes		Fee Changes		Total Rev Chge	
	FY09	FY10	Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
Student Fees:								
1 Full-time Fees:		-5.1%						
2 Matriculation Fee	8,550	8,110	(\$1,244,200)		\$1,839,300		\$595,100	
3 Technology Fee	8,550	8,110		(53,600)		29,200		(24,400)
4 Facilities Fees	8,550	8,110		(299,400)		243,300		(56,100)
5 Student Activity Fees	8,550	8,110		(440,900)		321,200		(119,700)
6 Total Full-time Fees			(\$1,244,200)	(\$793,900)	\$1,839,300	\$593,700	\$595,100	(\$200,200)
7								
8 Part-time Credit Hour Fees:		185.4%						
9 Education Fee	4,587	13,090	\$1,542,000	481,700	\$146,000	\$24,200	\$1,688,000	505,900
10 Total Part-time Cr Hr Fees:			\$1,542,000	\$481,700	\$146,000	\$24,200	\$1,688,000	\$505,900
11								
12 Other Student Fees:								
13 Graduate Fees:								
14 Full-time Grad/Prof	1,083	1,083	\$0		\$47,600		\$47,600	
15 Part-time Grad/Prof/CrHr	12,355	12,355	0		24,700		24,700	
16 Summer Session	9,600	9,600	0		124,800		124,800	
17 Outreach Programs	16,114	16,114	0		209,500		209,500	
18 Nonresident Tuition								
19 Nonres Tuition - Full-Time	568	568	0	0	0		0	\$0
20 Part-time Nonres Tuition	970	970	0		163,000		163,000	
21 Professional Fees:								
22 Law College FT	290	290	0		159,500		\$159,500	
23 Law College PT	400	400	0		9,200		\$9,200	
24 Art & Architecture FT	570	570	0		23,900		\$23,900	
25 Art & Architecture PT	136	136	0		300		\$300	
26 Bioregional Planning FT	0	24	0		24,000		\$24,000	
27 Bioregional Planning PT	0	36	0		1,800		\$1,800	
26 Other Fees:								
27 Overload Fee (>18 credits)	0	2100	0		527,100		527,100	
28 Western Undergrad Exchge	1,220	1,220	0		183,000		183,000	
27 In-srvc Fees/Cr Hr - Undergrad	400	400	0		2,000		2,000	
28 In-srvc Fees/Cr Hr - Grad	2,800	2,800	0		16,800		16,800	
29 Total Other Student Fees			\$0	\$0	\$1,517,200	\$0	\$1,517,200	\$0
28								
29 Total Additional Student Fee Revenue			\$297,800	(\$312,200)	\$3,502,500	\$617,900	\$3,800,300	\$305,700
30								
29 Changes to Student Activity Fees								
30 Full-time								
31 Associated Students	8,550	8,110		(81,600)		32,400		(49,200)
30 Intercollegiate Athletics	8,550	8,110		(105,100)		76,600		(28,500)
31 Campus Recreation	8,550	8,110		(54,200)		0		(54,200)
32 Commons/Union Operations	8,550	8,110		(79,800)		0		(79,800)
31 Kibbie Center Operations	8,550	8,110		(27,100)		73,500		46,400
32 Spirit Squad	8,550	8,110		(2,600)		0		(2,600)
33 Student Services	8,550	8,110		(24,600)		89,200		64,600
32 Other **	8,550	8,110		(65,800)		49,500		(16,300)
33				(440,800)		321,200		(119,600)
34								
33								
34								
35								
34								
35								
36								
35								

LEWIS-CLARK STATE COLLEGE**Changes to Student Fees for FY 2010**
Annual Full-Time Fees and Part-Time Credit Hours Fees

	Bd Appv	FY09 Fees	FY10 Initial Notice	Approved Fees		
				FY10 Fees	Change	% Chg.
Student Fees:						
Full-time Fees:						
Tuition Fee	**	\$3,092.00	\$3,480.00	\$3,392.00	\$300.00	9.7%
Technology Fee	**	70.00	70.00	70.00	0.00	0.0%
Facilities Fees	**	468.00	468.00	468.00	0.00	0.0%
Student Activity Fees	**	666.00	666.00	666.00	0.00	0.0%
Total Full-time Fees		<u>\$4,296.00</u>	<u>\$4,684.00</u>	<u>\$4,596.00</u>	<u>\$300.00</u>	<u>7.0%</u>
Part-time Credit Hour Fees:						
Education Fee	**	\$170.00	\$189.00	\$189.00	\$19.00	11.2%
Technology Fee	**	4.25	4.25	4.25	0.00	0.0%
Facilities Fees	**	13.75	13.75	13.75	0.00	0.0%
Student Activity Fees	**	27.00	27.00	27.00	0.00	0.0%
Total Part-time Cr Hr Fees		<u>\$215.00</u>	<u>\$234.00</u>	<u>\$234.00</u>	<u>\$19.00</u>	<u>8.8%</u>
Summer Credit Hour Fees:						
Education Fee	**	\$126.72	\$145.72	\$145.72	\$19.00	15.0%
Technology Fee	**	4.25	4.25	4.25	0.00	0.0%
Facilities Fees	**	13.75	13.75	13.75	0.00	0.0%
Student Activity Fees	**	70.28	70.28	70.28	0.00	0.0%
Total Summer Cr Hr Fees		<u>\$215.00</u>	<u>\$234.00</u>	<u>\$234.00</u>	<u>\$19.00</u>	<u>8.8%</u>
Other Student Fees:						
Nonresident Tuition:						
Nonres Tuition	**	\$7,654.00	\$8,342.00	\$8,190.00	\$536.00	7.0%
Nonres Tuition-Asotin County	**	\$3,168.00	\$3,168.00	\$3,168.00	\$0.00	0.0%
Professional Fees:						
None						
Other Fees:						
Western Undergrad Exchge		\$2,148.00	\$2,342.00	\$2,298.00	\$150.00	7.0%
In-service Fees/Cr Hr - Undergrad		\$78.00	\$83.00	\$83.00	\$5.00	6.4%
Overload (21 cr. or more)		\$215.00	\$234.00	\$234.00	\$19.00	8.8%
<u>Change to Student Activity Fees:</u>						
None						
<div style="border: 1px solid black; padding: 5px;"> <p>The Full-time fee & Part-time credit hour fee are effective Fall Semester 2009. Summer credit hour fees are the same for resident and nonresident students.</p> </div>						
Student Health Insurance Premium		\$1,240				

LEWIS-CLARK STATE COLLEGE

Potential Student Fee Revenue Changes for FY 2008

Due to Enrollment and Fee Changes

Student Fees:	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes					
	HC/SCH Enrollmt		Enrollment Changes		Fee Changes		Total Rev Change	
	FY09	FY10	Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
Full-time Fees:		2.0%						
Matriculation Fee	2,160	2,203	\$133,600		\$661,000		\$794,600	
Technology Fee	2,160	2,203		3,000		0		3,000
Facilities Fees	2,160	2,203		20,200		0		20,200
Student Activity Fees	2,160	2,203		28,800		0		28,800
Total Full-time Fees			<u>\$133,600</u>	<u>\$52,000</u>	<u>\$661,000</u>	<u>\$0</u>	<u>\$794,600</u>	<u>\$52,000</u>
Part-time Credit Hour Fees:		2.0%						
Education Fee	4,715	4,809	\$16,000		\$91,400		\$107,400	
Technology Fee	4,715	4,809		400		0		400
Facilities Fees	4,715	4,809		1,300		0		1,300
Student Activity Fees	4,715	4,809		2,500		0		2,500
Total Part-time Cr Hr Fees:			<u>\$16,000</u>	<u>\$4,200</u>	<u>\$91,400</u>	<u>\$0</u>	<u>\$107,400</u>	<u>\$4,200</u>
Summer Credit Hour Fees:		0.0%						
Education Fee	2,100	2,100	\$0		\$39,900		\$39,900	
Technology Fee	2,100	2,100		0		0		0
Facilities Fees	2,100	2,100		0		0		0
Student Activity Fees	2,100	2,100		0		0		0
Total Summer Cr Hr Fees			<u>\$0</u>	<u>\$0</u>	<u>\$39,900</u>	<u>\$0</u>	<u>\$39,900</u>	<u>\$0</u>
Other Student Fees:								
Nonresident Tuition:								
Nonres Tuition	60	60	\$0		\$32,200		\$32,200	
Nonres Tuition-Asotin County	65	65	0		0		0	
Professional Fees:								
None								
Other Fees:								
Western Undergrad Exchge	60	60	0		9,000		9,000	
In-service Fees/Cr Hr - Undergrad			0		0		0	
Overload (22 cr. or more)			0		0		0	
Total Other Student Fees			<u>\$0</u>	<u>\$0</u>	<u>\$41,200</u>	<u>\$0</u>	<u>\$41,200</u>	<u>\$0</u>
Total Additional Student Fee Revenue			\$149,600	\$56,200	\$833,500	\$0	\$983,100	\$56,200
<u>Change to Student Activity Fees:</u>								
None								

The Full-time fee & Part-time credit hour fee are effective Fall Semester 2009.
Summer credit hour fees are the same for resident and nonresident students.

EASTERN IDAHO TECHNICAL COLLEGE

Changes to Student Fees for FY 2010 Annual Full-Time Fees and Part-Time Credit Hour Fees

Annual Fees	Bd Appv	FY09 Fees	FY10 Initial Notice	Approved Fees		
				FY10 Fees	Change	% Chg.
Full-time Fees:						
Vocational Education Fee	**	\$1,132.00	\$1,236.00	\$1,236.00	\$104.00	9.2%
Technology Fee	**	40.00	76.00	76.00	36.00	90.0%
Student Activity Fees 1)	**	494.00	438.00	438.00	(56.00)	-11.3%
Total Full-time Fees		<u>\$1,666.00</u>	<u>\$1,750.00</u>	<u>\$1,750.00</u>	<u>\$84.00</u>	<u>5.0%</u>
Part-time Credit Hour Fees:						
Education Fee	**	\$83.00	\$84.00	\$84.00	\$1.00	1.2%
Total Part-time Cr Hr Fees:		<u>\$83.00</u>	<u>\$84.00</u>	<u>\$84.00</u>	<u>\$1.00</u>	<u>1.2%</u>
Additional Nonresident Tuition:						
Full-time Nonresident Tuition	**	\$4,442.00	\$4,664.00	\$4,664.00	\$222.00	5.0%
Part-time Nonresident Tuition/Cr	**	\$83.00	\$84.00	\$84.00	\$1.00	1.2%
1) Changes to Student Activity Fees:						
Full-time:						
Bookstore		\$16.00	\$0.00	\$0.00	(\$16.00)	-100.0%
Institutional Development		\$20.00	\$20.00	\$20.00	\$0.00	0.0%
Library		\$158.00	\$158.00	\$158.00	\$0.00	0.0%
Parking		\$50.00	\$30.00	\$30.00	(\$20.00)	-40.0%
Registration		\$98.00	\$98.00	\$98.00	\$0.00	0.0%
Scholarship		\$62.00	\$62.00	\$62.00	\$0.00	0.0%
Student Body		\$50.00	\$50.00	\$50.00	\$0.00	0.0%
Student Union		\$40.00	\$20.00	\$20.00	(\$20.00)	-50.0%
Total		<u>\$494.00</u>	<u>\$438.00</u>	<u>\$438.00</u>	<u>(\$56.00)</u>	<u>-11.3%</u>

EASTERN IDAHO TECHNICAL COLLEGE

Potential Student Fee Revenue Changes for FY 2010

Due to Enrollment and Fee Changes

Annual Fees	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes					
	HC/SCH Enrollmt		Enrollment Changes		Fee Changes		Total Rev Chge	
	FY09	FY10	Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
Full-time Fees:								
Vocational Education Fee	591	591	\$0.00		\$61,500.00		\$61,500.00	
Technology Fee	591	591		\$0.00		\$21,300.00		\$21,300.00
Student Activity Fees 1)	591	591		\$0.00		(\$33,100.00)		(\$33,100.00)
Total Full-time Fees			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$61,500.00</u>	<u>(\$11,800.00)</u>	<u>\$61,500.00</u>	<u>(\$11,800.00)</u>
Part-time Credit Hour Fees:								
Education Fee	8,505	8,505			\$8,500.00		\$8,500.00	
Total Part-time Cr Hr Fees:			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$8,500.00</u>	<u>\$0.00</u>	<u>\$8,500.00</u>	<u>\$0.00</u>
Other Student Fees:								
Full-time Nonresident Tuition	10	10			\$2,200.00		\$2,200.00	
Part-time Nonresident Tuition/C	0	0			\$0.00		\$0.00	
Total Other Student Fees			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,200.00</u>	<u>\$0.00</u>	<u>\$2,200.00</u>	<u>\$0.00</u>
Total Additional Student Fee Revenue			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$72,200.00</u>	<u>(\$11,800.00)</u>	<u>\$72,200.00</u>	<u>(\$11,800.00)</u>
1 Changes to Student Activity Fees:								
Full-time:								
Bookstore	591	591		\$0.00		(\$9,456.00)	\$0.00	(\$9,456.00)
Institutional Development	591	591		\$0.00		\$0.00	\$0.00	\$0.00
Library	591	591		\$0.00		\$0.00	\$0.00	\$0.00
Parking	591	591		\$0.00		(\$11,820.00)	\$0.00	(\$11,820.00)
Registration	591	591		\$0.00		\$0.00	\$0.00	\$0.00
Scholarship	591	591		\$0.00		\$0.00	\$0.00	\$0.00
Student Body	591	591		\$0.00		\$0.00	\$0.00	\$0.00
Student Union	591	591		\$0.00		(\$11,820.00)	\$0.00	(\$11,820.00)
Total			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>(\$33,096.00)</u>	<u>\$0.00</u>	<u>(\$33,096.00)</u>

IDAHO COLLEGE & UNIVERSITIES
ANNUAL STUDENT FEES
FISCAL YEAR 2010

	BSU	ISU	U of I	LCSC
<u>FULL-TIME FEES</u>				
Tuition Fee (UI Matriculation Fee)	\$3,105.60	\$3,317.84	\$3,054.48	\$3,392.00
Facility Fees-Facilities	1,006.00	486.00	710.50	468.00
Facility Fee-Campus Technology	100.50	166.80	125.40	70.00
DEDICATED ACTIVITY FEES				
Alumni	7.00	5.08	2.00	6.50
Associated Student Body	25.60	122.74	185.50	48.50
C.W. HOG		6.50		
Cheerleader Program			6.00	
Childcare Services	14.00	26.92		9.50
Club Sports	2.50			
Co-Curricular Activities				16.50
College Newspaper	12.00			11.00
Counseling/Testing Interns			19.00	
Cultural Center	7.00			
Debate Team		9.70		
Distinguished Lecture Series	4.00			
Diversity Center			4.00	
Drama				8.00
Institutional Development				25.00
Intercollegiate Athletics	202.00	238.68	248.24	159.50
Intramurals/Recreation/Locker	6.00	68.24	57.50	41.50
Janet C Anderson Gender Resource Center		9.68		
KBSU Radio	4.00			
Leadership & Counselor Training		6.34		
Marching Band	13.00	15.06	12.50	
Minority Student Programs			6.00	
Music		11.16		8.00
Non-curricular				4.00
Performing Arts			4.00	
Residence Halls				50.00
Rodeo Team				
Dance Team				
Sales Tax			3.22	2.00
Scholarships and Loans	30.00	33.46		65.00
Service Learning - Volunteer Service	3.80			
Stadium Operations			54.26	
Student Activities				13.00
Student Advisory Services			42.00	
Student Health Center	79.00	124.98	79.60	100.00
Student ID Card		10.72	17.90	7.00
Student Literary Publication				3.00
Student Programming	12.00			19.00
Student Radio				6.00
Student Recreation Center	52.00		84.60	
Student Research Grants			12.00	
Student Support Service		15.62		
Student Union Operations	175.00	283.08	181.30	59.00
Sustainability Center			10.00	
Theater Arts/Fine Arts	3.00		6.00	4.00
Transit Service			6.00	
Wellness Program		9.40		
Subtotal Activity Fee	651.90	997.36	1,041.62	666.00
Total Full-Time Undergraduate Fee	\$4,864.00	\$4,968.00	\$4,932.00	\$4,596.00

IDAHO COLLEGE & UNIVERSITIES
ANNUAL STUDENT FEES
FISCAL YEAR 2010

	BSU	ISU	U of I	LCSC
<u>PART-TIME CREDIT HOUR FEES</u>				
Education Fee	168.52	212.49	251.00	189.00
Facility Fee-Facilities	48.40			13.75
Campus Technology	5.15	6.15		4.25
Activity Fee:				
Alumni	0.35			0.25
Associated Student Body	1.28			2.00
Childcare Services	0.70	2.00		
Club Sports	0.15			
College Newspaper	0.25			
Cultural Center	0.35			
Distinguished Lecture Series	0.20			
Intercollegiate Athletics	9.65	3.34		5.50
Intramurals/Recreation/Locker	0.30	3.34		1.50
Janet C Anderson Gender Resource Center		0.80		
Leadership & Counselor Training		0.67		
Marching Band	0.65	0.90		
Outreach Program		1.34		
Service Learning - Volunteer Service	0.10			
Stadium Operations		7.00		
Student Accident Insurance				
Student Health Center	4.10	1.84		4.75
Student ID Card		0.84		
Student Programming	0.50	3.75		
Student Radio				
Student Rec Center	2.60			
Student Union Operations	8.75	7.02		12.25
Wellness Program		0.72		
Work Scholarship/JOB				0.75
Student Support Services		0.80		
Activity Fee Subtotal	29.93	34.36		27.00
Total Part-Time Undergraduate Fee	\$252.00	\$253.00	\$251.00	\$234.00
<u>TEACHER IN-SERVICE - Undergraduate</u>				
	83.00	83.00	83.00	83.00
<u>TEACHER IN-SERVICE - Graduate</u>				
	98.00	98.00	98.00	N/A
<u>GRADUATE FEE</u>				
Full-Time	892.00	880.00	624.00	N/A
Part-Time	49.00	44.00	31.00	N/A
<u>NON-RESIDENT TUITION</u>				
Full-Time	9,004.00	9,802.00	10,080.00	8,190.00
Asotin County	N/A	N/A	N/A	3,168.00
Part-Time	80.00	140.00	504.00	
<u>PROFESSIONAL FEES</u>				
Art & Architecture	N/A	N/A	894.00	N/A
Bioregional Planning & Community Design	N/A	N/A	1,000.00	N/A
Idaho Dental Education	N/A	20,444.00	N/A	N/A
Law	N/A	N/A	6,220.00	N/A
Nursing/Undergraduate	850.00	1,200.00	N/A	N/A
Nursing/MSN	N/A	1,540.00	N/A	N/A
Speech Language Pathology/Audiology (Per Cr Hr)	N/A	38.00	N/A	N/A
Spch Lang Path/Audiology -PreProfessional(Per Cr Hr)	N/A	185.00	N/A	N/A
Spch Lang Path/Audiology -Online MS(Per Cr Hr)	N/A	400.00	N/A	N/A
Dental Hygiene BS	N/A	500.00	N/A	N/A

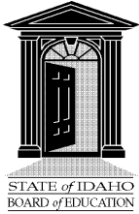
IDAHO COLLEGE & UNIVERSITIES
ANNUAL STUDENT FEES
FISCAL YEAR 2010

	BSU	ISU	U of I	LCSC
Dental Hygiene MS (Per Cr Hr)	N/A	80 - 318	N/A	N/A
Graduate Counseling	N/A	740.00	N/A	N/A
Pharmacy	N/A	7,208.00	N/A	N/A
Physician Assistant	N/A	17,814.00	N/A	N/A
Physical/Occupational Therapy	N/A	1,760.00	N/A	N/A
Radiographic Science	N/A	700.00	N/A	N/A
Clinical Lab Science	N/A	800.00	N/A	N/A
Social Work	N/A	200.00	N/A	N/A
<u>WUE FEE</u>	2,432.00	2,484.00	2,466.00	2,298.00

College & Universities

Calculation of Inservice Fees

	Fall 08/FY09		Fall 09/FY10	
	Undergrad	Grad	Undergrad	Grad
BSU	\$238.00	\$285.00	\$252.00	\$301.00
ISU	\$236.00	\$276.00	\$253.00	\$297.00
UI	\$238.00	\$267.00	\$251.00	\$282.00
LCSC	\$215.00		\$234.00	
Average	\$231.75	\$276.00	\$247.50	\$293.33
1/3 of Aver	\$77.25	\$92.00	\$82.50	\$97.78
In-Service Fee	\$78.00	\$92.00	\$83.00	\$98.00
Increase			\$5.00	\$6.00



**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 15-17, 2009
University of Idaho
Moscow, Idaho**

A regular meeting of the State Board of Education was held April 15-17, 2009 in Moscow Idaho.

Present for the entire meeting were:

Milford Terrell, President
Kenneth Edmunds
Don Soltman

Paul Agidius, Vice President
Richard Westerberg

Other:

Tom Luna, State Superintendent of Public Instruction, joined the regular meeting by phone for a portion of the regular agenda as noted in the minutes of the meeting.

Rod Lewis joined the executive session and a portion of the regular meeting by phone as noted in the meeting minutes

Wednesday, April 15, 2009

EXECUTIVE SESSION

The Board met for Executive Session at 6:00 p.m. on Wednesday, April 15, 2009 at the Best Western Inn in Moscow, Idaho.

M/S (Edmunds/Agidius): To move into Executive Session pursuant to Idaho Code on Wednesday, April 15, 2009 at 4:00 p.m. to consider: (A) For University of Idaho: (1) Pursuant to Idaho Code Section 67-2345(f), for the purpose of communicating with legal counsel to discuss the legal ramifications of legal options for pending litigation. A roll call vote was taken; motion carried 6-0 (all members except Tom Luna were present in person, or by phone).

During Executive Session, the Board discussed and considered, as Regents for the University of Idaho, (1) the legal ramifications of legal options for pending litigation.

M/S (Edmunds/Westerberg): To go out of executive session at 4:40 p.m. and adjourn for the evening. Motion carried unanimously.

Thursday, April 16, 2009

The Board met for its regular business meeting on Thursday, April 16, 2009 in the Clearwater/Whitewater Room at the University of Idaho Commons Building in Moscow, Idaho. Board President Milford Terrell called the meeting to order at 8:07 a.m. Mr. Terrell took a few moments to thank President Steven Daley-Laursen for hosting the Board at the University of Idaho.

Board President Terrell introduced Don Soltman, the newest member of the Board. His appointment was recently approved by the Legislature. The Board members welcomed him. Mr. Soltman thanked the Board for the opportunity to serve along side of them.

OPEN FORUM

Lee Shellman of Coeur d'Alene briefly addressed the Board. He represented the Kootenai County Boosters and indicated that they would like the Board to consider having a separate group of people act as the Board of Regents for the University of Idaho. Their feeling is that the University would be better represented that way. The Board thanked Mr. Shellman.

BOARDWORK**1. Agenda Review and Approval**

M/S (Agidius/Westerberg): To approve the agenda as presented with the flexibility to rearrange the items during the day to accommodate the presence of different Board members and those making presentations. Motion carried unanimously.

2. Minutes Review and Approval

M/S (Westerberg/Edmunds): To approve the minutes from the February 25-27, 2009 as submitted. Motion carried unanimously.

3. Rolling Calendar Approval

M/S (Westerberg/Edmunds): To approve April 5, 2010 as the date, and Boise, Idaho as the location for the April 2010 regularly scheduled Board Fee Setting meeting. Motion carried unanimously.

M/S (Westerberg/Edmunds): To approve April 21-22, 2010 as the date, and the University of Idaho as the location for the April 2010 regularly scheduled Board meeting. And, to approve May 20-21, 2010 as the date, and Boise, Idaho as the location for the May 2010 regularly scheduled Board Retreat. Motion carried unanimously.

CONSENT AGENDA

M/S (Agidius/Westerberg): To approve item three of the Consent Agenda as submitted. Motion passed unanimously.

Board President Terrell asked that the two items pertaining to new positions at the institutions be put on the regular Business Affairs and Human Resources agenda.

3. PPGAC – Alcohol Permits Issued by University Presidents

This is an information item for the Board's review.

DEPARTMENT OF EDUCATION

1. Superintendents' Update

State Superintendent Luna joined the meeting by phone. He updated the Board on the efforts underway with the Legislature.

2. Proposed Rule – IDAPA 08.02.03.004 – Rules Governing Thoroughness, Incorporated by Reference – Content Standards

Mr. Luna introduced this item.

a. Social Studies Standards

M/S (Luna/Westerberg): To approve the Idaho Content Standards for Social Studies as submitted. Motion carried unanimously.

M/S (Luna/Edmunds): To approve the proposed change to IDAPA 08.02.03.004, Rules Governing Thoroughness, to incorporate by reference the Idaho Content Standards for Social Studies. Motion carried unanimously.

b. Health Standards

M/S (Luna/Agidius): To approve the Idaho Content Standards for Health Education as submitted. Motion carried unanimously.

M/S (Luna/Westerberg): To approve the proposed change to IDAPA 08.02.03.004, Rules Governing Thoroughness, to incorporate by reference the Idaho Content Standards for Health Education. Motion carried unanimously.

c. Physical Education Standards

M/S (Luna/Westerberg): To approve the Idaho Content Standards for Physical Education as submitted. Motion carried unanimously.

M/S (Luna/Soltman): To approve the proposed change to IDAPA 08.02.03.004, Rules Governing Thoroughness, to incorporate by reference the Idaho Content Standards for Physical Education. Motion carried unanimously.

d. Chemistry Standards

M/S (Luna/Westerberg): To approve the Idaho Content Standards for Chemistry as submitted. Motion carried unanimously.

M/S (Luna/Soltman): To approve the proposed change to IDAPA 08.02.03.004, Rules Governing Thoroughness, to incorporate by reference the Idaho Content Standards for Chemistry. Motion carried unanimously.

e. Humanities Standards

M/S (Luna/Soltman): To approve the Idaho Content Standards for Humanities as submitted. Motion carried unanimously.

M/S (Luna/Westerberg): To approve the proposed change to IDAPA 08.02.03.004, Rules Governing Thoroughness, to incorporate by reference the Idaho Content Standards for Humanities. Motion carried unanimously.

3. Proposed Rule – IDAPA 08.02.02.120 – Rules Governing Uniformity, Local District Evaluation Policy

M/S (Luna/Soltman): To approve the request by the proposed amendments to Idaho Administrative Code, IDAPA 08.02.02. -- Section 120, Local District Evaluation Policy. Motion carried unanimously.

Mr. Luna introduced this item.

4. Proposed Rule – IDAPA 08.02.02.021 – Rules Governing Uniformity, Endorsements

M/S (Luna/Soltman): To approve the proposed rule change to IDAPA 08.02.02.021, Rules Governing Uniformity – Endorsements. Motion carried unanimously.

Mr. Luna introduced this item. Board member Edmunds asked if this lowers the standards. Mr. Luna explained that the Department is working to raise the bar while removing the barriers that restrict qualified individuals from teaching these courses in the classroom. This rule change will allow those teachers to get into the classroom.

Board member Westerberg asked about the ability of local districts to meet the increased criteria for math and science in time for the 2013 requirements to be met. Mr. Luna said there are concerns, but the effort is being made to make sure the need can be met in time. Executive Director Rush mentioned that the Board has direct experience over quite a few years with professional-technical education teachers obtaining endorsements and teaching those courses, in science particularly. He indicated that the data collected to date shows that those students are completing high school at a higher rate, going to college at a higher rate, and finishing at a higher rate. Board member Edmunds thanked Dr. Rush for his input.

5. Proposed Rule – IDAPA 08.02.02.027 – Rules Governing Uniformity, Pupil Personnel Services Certificate

Mr. Luna introduced this item.

a. Provisional Endorsement – School Nurse

M/S (Luna/Edmunds): To approve the proposed rule change to IDAPA 08.02.02.027, Rules Governing Uniformity – Pupil Personnel Services Certificate – Provisional Endorsement – School Nurse. Motion carried unanimously.

Mr. Luna explained this action is to clean up language in the code. He noted this is an interim certificate and not a provisional certificate. Executive Director Rush indicated that a provisional certificate is usually granted for one year while the interim certificate is good for up to three years. This rule change makes that distinction.

b. Interim Endorsement – Speech Language Pathologist

M/S (Luna/Agidius): To approve the proposed rule change to IDAPA 08.02.02.027, Rules Governing Uniformity – Pupil Personnel Services Certificate – Interim Endorsement – Speech Language Pathologist. Motion carried unanimously.

Mr. Luna indicated that this rule change responds to a statewide effort to meet a shortage of qualified personnel in this area.

6. Proposed Rule – IDAPA 08.02.02.004 – Rules Governing Uniformity, Incorporation by Reference – Online Teacher Endorsement

M/S (Luna/Soltman): To approve the request by the Professional Standards Commission to approve the proposed Idaho Teacher Standards for Online Teacher Endorsement for inclusion in the Idaho Standards for the Initial Certification of Professional School Personnel. Motion carried unanimously.

Mr. Luna introduced this item.

7. Proposed Rule – IDAPA 08.02.02.024 – Rules Governing Uniformity, Endorsements M-Z

M/S (Luna/Agidius): To approve the proposed rule change IDAPA 08.02.02.024, Rules Governing Uniformity – Endorsements M-Z, as submitted. Motion carried unanimously.

Mr. Luna introduced this item.

8. Proposed Rule – IDAPA 08.02.02.043 – Alternative Authorization

M/S (Luna/Agidius): To approve Proposed Rule for IDAPA 08.02.02.043, Rules Governing Uniformity – Alternative Authorization – Teacher to New Certification/Endorsement. Motion carried unanimously.

Mr. Luna introduced this item. He emphasized this does not lower the bar but removes some bureaucratic barriers that prevent qualified teachers from adding additional endorsements. This will benefit small rural districts in particular.

9. Appointments to the Professional Standards Commission

M/S (Luna/Edmunds): To approve the appointment of Glenn Orthel as a member of the Professional Standards Commission for a term of three years, commencing on July 1, 2009, representing professional-technical education. Motion carried unanimously.

M/S (Luna/Soltman): To approve the appointment of Ann Ritter as a member of the Professional Standards Commission for a term of three years, commencing on July 1, 2009, representing school board members. Motion carried unanimously.

M/S (Luna/Soltman): To approve the appointment of Cathy Bierne as a member of the Professional Standards Commission for a term of three years, commencing on July 1, 2009, representing elementary classroom teachers. Motion carried unanimously.

M/S (Luna/Edmunds): To approve the appointment of Connie Carpenter Prow as a member of the Professional Standards Commission for a term of three years, commencing on July 1, 2009, representing secondary classroom teachers. Motion carried unanimously.

Mr. Luna explained that when the selection is made, applications are solicited and reviewed by staff and others to make that determination. It is an activity carried out within the Department.

10. Moscow School District – Administrative Staff Allowance Waiver Request

M/S (Luna/Agidius): To approve the request by Moscow School District #281 for additional administrative staff to meet accreditation standards to be funded by the FY 2009 Public School appropriation in the amount of \$34,385.76. Motion carried unanimously.

Mr. Luna introduced this item.

11. Idaho State University Full Program Review Team Report

M/S (Luna/Westerberg): To accept the State Review Team Report, thereby granting teacher preparation program approval of Business Education, Early Childhood Blended (Initial and Advanced), Elementary Education (Initial and Advanced), English Language Arts, Family and Consumer Science, Health, Literacy, Mathematics, Physical Education, School Administrators, School Superintendents, Science, Biology, Chemistry, Earth and Space Science, Physics, Social Science, Government and Civics, History, Special Education: Deaf/Hard of Hearing, Special Education Directors, Special Education Generalist, and Med in Human Exceptionality at Idaho State University. Motion carried unanimously.

M/S (Luna/Edmunds): To accept the State Review Team Report, thereby granting conditional approval of Communication, Drama, Economics, Foreign Language, Geography, and Idaho American Studies with English Emphasis, and Visual Arts in the teacher preparation program at Idaho State University. Motion carried unanimously.

At the conclusion of the Department's agenda, Mr. Luna disconnected from the meeting. He indicated he planned to call back later in the agenda.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Presidents' Council Report

Dr. Jerry Beck reported on behalf of the Presidents' Council. He noted that at its recent meeting the Lt. Governor encouraged the institutions to right-size their institutions as they move through this difficult economic time. Dr. Beck mentioned the strategic plans of the institutions and noted that Dr. Rush asked the institutions to have their data rolled up by November so that the data could be used in the plans for the next year. Dr. Beck indicated that Dr. Bower of the Board office had met with them and encouraged them to work together on the online opportunities statewide. He indicated that the Presidents' evaluations take place in May. Dr. Beck reported that there was discussion about the need for institutions to have the flexibility to work with their

own staff on various legislative items in the coming year. The Presidents' Council also discussed ways to cut costs related to libraries by joining consortiums and using other approaches to keep those costs down.

2. University of Idaho Progress Report

Dr. Steven Daley-Laursen presented the status report for the University of Idaho to the Board. He thanked all of the staff at the University of Idaho who worked to make arrangements for the Board meeting and for their hard work and commitment all year long.

Dr. Daley-Laursen reported that in spite of a year filled with great uncertainty, the University of Idaho continued to stay on the cutting edge, and worked well internally and also with its outside partners in that regard. He summarized the University's strategic course and processes noting that UI is focused on transforming students, impacting complex issues through interdisciplinary creative and research activities, building prosperous communities and industries through outreach and engagement, and building a sustainable work environment. He noted that UI is engaged in applied learning, service, and research to make a difference in both rural and urban Idaho. Dr. Daley-Laursen spoke about the University's goal to build a sustainable work environment while being efficient in its operations, continuing to offer quality educational opportunities, and advancing the mission of the University. He discussed the University's strategic plan as it aligns with the Board's plan.

Rod Lewis and Tom Luna joined the meeting by conference phone at this time.

4. Idaho State Historical Society Board Appointment

M/S (Agidius/Edmunds): To approve the appointment of James "Jim" Johnston, District 6, to the Idaho State Historical Society Board of Trustees for a term beginning upon appointment and ending December 31, 2012. Motion carried unanimously.

Earl Bennett of the Idaho State Historical Society Board came forward to speak to this item. He noted that this appointment represents District 6 of the State of Idaho.

6. Medical Education Update

M/S (Westerberg/Edmunds): To embrace the principles that appear in the Board materials, as prepared by Board members and staff, and that the Board refers the matter to a medical education subcommittee of the Board that will work out the implementation plan, engaging appropriate stakeholders. Motion carried unanimously.

Mike Killworth from the Board office presented this item and provided background details for the Board. Mr. Killworth reminded the Board that this whole initiative began as a result of the physician shortage in the state. He reported that the Board established a medical education subcommittee which met throughout the past year. The subcommittee submitted findings to the Board in January 2009 and the Board accepted the findings.

Mr. Killworth explained that the major recommendations put forward by the subcommittee were: to expand medical residency opportunities in Idaho; to expand Idaho WWAMI seats and evaluate adding a first year cohort at ISU; to add the WWAMI second year of medical education in Idaho; and to complete development of an Idaho based M.D. program. Key provisions include implementing a single plan approach with collaboration between ISU, UI, and other stakeholder

groups. Mr. Killworth pointed out that the planning, coordination, and governance of medical education in Idaho would remain with the State Board of Education. Another key provision would be to add a second year of medical education in Idaho. This would make it possible to have all four years of the medical education in Idaho through the WWAMI program. This plan encourages a phased-in approach for a timely and efficient resolution of the physician shortage problem in Idaho.

Board member Lewis, who chaired the Board's medical study subcommittee, reiterated that the primary goal of this effort is to address the physician shortage in the state. He emphasized the process was thorough. The hope at this time is for the Board to move forward with the implementation of the recommendations made by the medical subcommittee. Mr. Lewis noted that the subcommittee would like to put together a mechanism and process to implement the recommendations. He explained that it was important to have a staff position within the Board office to oversee this particular area. Mr. Lewis emphasized that the process is intended to be collaborative and comprehensive. The goal is to develop an Idaho-based M.D. program. Board member Westerberg applauded the work done to date.

At this time, the Board took up the election of officers for the Board of Education to serve for the 2009-2010 year.

ELECTION OF OFFICERS FOR THE STATE BOARD OF EDUCATION

M/S (Edmunds/Westerberg): To appoint Paul Agidius as President of the Board of Education for the coming term. Motion carried unanimously 6-0 (Agidius abstaining).

M/S (Agidius/Edmunds): To appoint Richard Westerberg as the Vice President of the Board for the coming term. Motion carried unanimously 6-0 (Westerberg abstaining).

M/S (Soltman/Westerberg): To appoint Ken Edmunds as the Secretary for the Board for the coming term. Motion carried unanimously 6-0 (Edmunds abstaining).

Board member Agidius, speaking as the President-Elect of the Board, took the opportunity to appoint Board members to the various committees of the Board. He appointed Ken Edmunds to chair the IRSA committee with Rod Lewis and Tom Luna serving on that committee as well. He appointed Milford Terrell to chair the PPGAC committee and indicated that he (Paul Agidius) would serve on that committee too. He appointed Richard Westerberg to chair the BAHF and asked Don Soltman serve on that committee with him. He appointed Milford Terrell as the chair of the Medical Study Committee and asked Ken Edmunds, Rod Lewis, and Don Soltman to also serve on that committee.

Board member Lewis took a moment to thank Board President Milford Terrell for the dedication, integrity, and strength with which he has served and led the Board over the past two years. He noted that Mr. Terrell had faced some very difficult situations during that time and that he had represented the Board well. The other Board members also commended Mr. Terrell.

Mr. Lewis and Mr. Luna signed off for the remainder of the meeting at this point.

At this time, the Board returned to the PPGAC agenda.

3. Professional-Technical Education Progress Report

Ann Stephens, State Administrator for the Division of Professional-Technical Education (DPTE), presented the DPTE progress report. She outlined the mission of the agency and the scope of the delivery system noting that professional-technical education is delivered at both secondary and postsecondary levels. Ms. Stephens discussed the goals of quality, access and accountability and how DPTE has aligned itself to those goals.

Ms. Stephens discussed the PTE budget and the impact that the FY 2010 budget recommendation will have on programs and services. She noted that JFAC's recommendation was targeted to allow DPTE to meet the federal maintenance of effort requirement of the federal Carl Perkins Act. Ms. Stephens explained that the areas impacted by decreased funds include: professional-technical school support; curriculum development; adjunct faculty to meet increased demands for training; instructional equipment; and the number of students served through adult basic education and the number of outreach locations.

Board President Terrell thanked Ms. Stephens. He reported that he had the opportunity to attend the SkillsUSA competition which was recently held at Gowen Field. He indicated it was an exciting place to be, particularly because it provided a visual arena to see students who will be pursuing careers as a result of the excellent education they receive through professional-technical education. He concluded that the enthusiasm of the students who participate in PTE programs is noteworthy.

5. 2009 Legislative Updates

Mark Browning of the Board office presented a brief update on the Board sponsored and endorsed legislation as well as other legislation of interest to the Board. Mr. Browning thanked Board President Terrell for his active participation and faithful attendance at the Legislature throughout this session. Mr. Terrell thanked Mr. Browning for being available to track the numerous activities taking place at the Legislature.

7. Strategic Plans – Institutions, Agencies, and Health and Special Programs

M/S (Edmunds/Westerberg): To approve the 2010-2014 Institution, Agency, and Special/Health Program Strategic Plans as submitted with the condition that each group provide a supplemental report by the next Board meeting addressing the questions that were raised today by the Board. Motion carried unanimously.

Executive Director Rush reminded the Board that last year it introduced a new planning calendar. He explained that Idaho requires that all strategic plans be submitted to the Division of Financial Management by July 1. In order to meet that date and also make the strategic planning process useful and applicable, the Board's calendar was crafted so that it aligned with that due date. This new calendar also allows the agencies and institutions, and thereby the Board, to use the current strategic plans to develop budget recommendations and requests for the coming year.

Dr. Rush introduced Tracie Bent of the Board office to present the agency and institution plans. Ms. Bent pointed out that the strategic plans for all the agencies, institutions, and programs are included in the Board's agenda materials. She invited the agencies and institutions and their representatives to present highlights of their individual plans. Each plan was briefly discussed and commented on by the Board.

Peter Morrill outlined highlights of the strategic plan for Idaho Public Television (IPTV). Board President Terrell noted the effort made by IPTV to interlock its plan with the Board's plan. Board member Edmunds asked if there are any challenges to IPTV's existence as a result of national trends. Mr. Morrill indicated that IPTV has been able to maintain viewership and has embraced online delivery to the degree possible with the funds available. In discussing the governance of IPTV, Mr. Morrill noted that IPTV reports to the Board and has a good and well-fitting role under the SBOE guidelines. It is patterned after the national outline and provides a buffer between governmental entities and the broadcast entities. He noted that given the educational nature of IPTV this is a good fit. Mr. Morrill pointed out that if there were a license transfer, there would be a very complex review of each individual license and there are about 115 licenses. Each license could be called into challenge by any entity in a transfer process. If a transfer of oversight were to be initiated it would need to be done with great care and planning.

Board member Westerberg expressed a concern he had with all of the plans, noting that a concern that benchmarks referring to last year's performance are not useful unless they can be turned into something that carries forward. He asked that benchmarks be data driven and going forward. Mr. Edmunds commented as well that so many of the benchmarks in all of the strategic plans are too broad and generic. The Board needs to have more detailed information; benchmarks that mean something, with a longer range vision.

Michael Graham discussed the strategic plan highlights of the Idaho Division of Vocational Rehabilitation (IDVR). He noted that IDVR looked at other states and have comparison data. Even though that data is not in the strategic plan, IDVR is doing very well looking backward, going forward, and in side-to-side comparisons with other states. Mr. Graham noted that the data has been shared with Board staff but it wasn't incorporated into the strategic plan.

Ms. Bent presented highlights on behalf of the Department of Education and noted that the Department of Education is exempt from the Idaho Code that requires a strategic plan to be submitted. Mr. Edmunds noted that in the last year several groups have talked about transforming public education. He suggested that the Board should be more involved in the strategic planning of the Department of Education. Dr. Rush agreed that the Board needs to sit down with the Superintendent and discuss how that oversight will be managed.

Mr. Westerberg noted that his understanding of strategic planning is for the Board to define the key to the direction the Board wants to go. He indicated that the centerpiece of the Board's strategic plan is transformation so that the centerpiece of the agency and institution plans should also be transformation.

Ann Stephens presented the highlights of the strategic plan for the Division of Professional-Technical Education. She noted that mission of the agency requires it to be responsive to the issues, trends, and unexpected demands of the economy and the workplace. As a result, many of the efforts that the agency is engaged in are transformational. Board member Westerberg indicated that the benchmarks he is looking for from all the agencies and institutions is a performance indicator, an actual number.

Scott Hamilton presented the highlights of the strategic plan for Eastern Idaho Technical College. He reported that EITC is in the process of revising its internal strategic planning process and cycle to fit better with the Board's goals and cycle. He noted that, due to the budget restraints, it will be difficult to add or expand programs as hoped. However, the focus now, as in the past, is to utilize resources that are available. This includes taking advantage of business and industry partnerships. On-campus, there is an ongoing review of programs:

underperforming programs have been closed in the past and funds have been reallocated to support current programs or start up new programs.

Dr. Tony Fernandez presented the highlights of the strategic plan for Lewis-Clark State College. Board member Agidius commended LCSC for analyzing the cost of textbooks because that is a serious issue around the nation. Board member Westerberg noted that LCSC's vision statement seemed long. He encouraged LCSC to work on a more condensed mission statement. Dr. Fernandez agreed to take that message back to Dr. Dene Thomas. Mr. Edmunds asked if LCSC still considers itself as a lower-cost four-year college. Dr. Fernandez agreed that it does. He explained that LCSC's room and board costs are reasonable, LCSC doesn't apply professional fees, and its goal is not to become another regional research institution. Mr. Edmunds asked if LCSC would like the Board to reconsider its mission statement. Dr. Fernandez observed that LCSC works cooperatively with other institutions to offer their masters programs on its campus; it is also in talks with UI for the masters programs in teacher education. He suggested that LCSC's mission statement should include mention of that type of effort.

Board member Westerberg concurred that the Board does need to review the mission statements of every institution to make sure that each institution is going in the direction the Board wants it to go. It may not be possible to do that before next year's strategic plan.

Dr. Robert Kustra presented highlights of the strategic plan for BSU. He agreed strongly with the Board that it is essential to review the missions, and the primary and continuing areas of emphasis for each university and college. He mentioned the need to not just identify peer institutions, but to determine how and when that information is used. He concurred that it is important to review and reassess the current mission and vision statements of each of the colleges and universities because were created, for the most part, many years ago by people who are no longer present. Mr. Edmunds raised the point again that the plans need to speak to where the institutions see themselves going in the next five years, and the impact of that on every aspect of their operation.

Dr. Art Vailas presented highlights of the strategic plan for ISU. He was joined by other representatives from ISU to address various aspects of the University's programs and operations. Dr. Gary Olsen, the new Academic Vice President, was introduced to present details about the priority goals of the University. Steve Atkinson spoke about the strategic planning process and the summary plan that was developed. Dr. Vailas noted that ISU has many situations where enrollment is always capped at 100% because of required student/teacher ratios. Other areas are dedicated to transition points. The University has built an interactive strategic plan that is thematic; that is now a requirement of the Northwest Commission. Board member Agidius emphasized that ISU needs to conform its goals related to medical and health education to the Board's actions and authority, in particular to the action taken earlier at this Board meeting. Dr. Vailas indicated that he sees that ISU has resources to offer. Mr. Agidius asked Dr. Vailas to clarify that ISU understands that the Board directs the process and outcomes. Dr. Vailas indicated that is his understanding. Board member Edmunds raised a point about recruiting strategies. Mr. Atkinson noted that there is more detail available in the larger plan; the Board's current plan format does not lend itself to that level of detail.

Mr. Westerberg urged the Board to engage in strategic planning so that it is a useful exercise, not a means to satisfy a legal requirement. Dr. Vailas echoed that observation. He said that the Northwest Commission requires the Board and institutions to have a plan. He suggested that as part of the planning, the efforts of the Board and the institutions be aligned with the accrediting

bodies and that they all have the same format. This would cut down on duplication of effort. He noted that the Division of Financial Management has its own format of planning which creates further dilemma. If a plan can be adopted at various levels that is consistent with the accrediting bodies, and their requirements of accreditation and outcomes, the effort would produce more results and be more useful. Ms. Bent indicated that at the Board's May retreat a representative from the Northwest Commission will be there to discuss some of the new requirements.

Board President Terrell pointed out that the Board heard a number of comments during the discussion about inconsistencies and the various requirements that need to be met as outlined by different groups. He asked if the plans could be approved at a later date to consider possible changes. Executive Director Rush indicated that the kind of substantive changes that have been suggested are not possible to make between now and June. He reminded the Board that June is the latest date for the plans to be approved by the Board in order to get them submitted to the Division of Financial Management. He went on to clarify that in order for the plans to be useful in the Board's budgeting cycle, they need to be approved prior to June. Dr. Rush suggested the Board approve the plans today while realizing that changes that need to be made will happen between now and next year at this time.

Dr. Steven Daley-Laursen presented highlights of the strategic plan for the University of Idaho. Dr. Daley-Laursen indicated that UI is tightening its vision. It plans to set the benchmarks and share that information. UI also wants to make progress on tying the planning, budgeting, implementing, and modeling processes. The University also wants to align its plan better with the Board's plan. He introduced Dr. Doug Baker to comment as well. Dr. Baker discussed the strategic planning process and the need to have it cascade both up and down. It was noted that the University has been engaged for some time in restructuring its institution.

Ms. Bent briefly summarized the strategic plans for the community colleges, noting that each community college has its own governing board.

Board President Terrell thanked Ms. Bent and all the institutions. He noted that the Board will continue to address the concerns brought forward during this discussion.

8. Division of Professional-Technical Education – CWI Region III Designation

M/S (Agidius/Soltman): To accept the recommendation from the Division of Professional-Technical Education and to designate the College of Western Idaho as the Technical College in Region III. Motion carried unanimously.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

The Board agreed to take up item two of the agenda first.

2. College of Western Idaho – Notice of Intent – Information Technologies with Options Leading to Technical Certificates, Advanced Technical Certificates, and Associate of Applied Science Degrees

M/S (Agidius/Edmunds): To approve the request by the College of Western Idaho to implement a new program in Information Technologies as presented. Motion carried unanimously.

1. University of Idaho – Report on Proposed Program Closure Process

Dr. Doug Baker of the University of Idaho updated the Board on the proposed program closures at the University. He noted that the University undertook a carefully thought out process to identify programs and determine which ones should be closed. A number of factors were considered in the process including the need for relevance, operating in the areas of strength, and living within the available means and resources. Dr. Baker noted student concerns were addressed through an internal vetting process. A timeline was laid out for taking action, including implementing a two-year teach-out program for students currently enrolled, and offering degree alternatives for other students including a combination of programs where that was applicable. This continuous improvement process was intended to be accomplished by reducing the scope of offerings, focusing on priorities, and rethinking the University as a whole. Dr. Baker noted that in the effort to see increased efficiency and effectiveness, some pilot programs and initiatives were undertaken by the University. He noted that one interesting thing in this process is that as things are reshaped, good ideas have come forward and new projects will be undertaken. Dr. Baker discussed the impact of the budget changes in terms of this process. The University realizes that this process will need to move along more rapidly than originally planned.

Executive Director Rush indicated that the program closures effort was important to report to the Board. No action is necessary by the Board.

AUDIT COMMITTEE

1. Boise State University – Foundation Operating Agreement Revision

M/S (Edmunds/Agidius): To approve the revised Memorandum of Understanding between the Boise State University Foundation and Boise State University as submitted. Motion carried unanimously.

Board member Edmunds presented this item. He noted that several changes were identified that needed to be made.

BUSINESS AFFAIRS AND HUMAN RESOURCES

Section I – Human Resources

From Consent Agenda

1. BAHR – Section I – Idaho State University – New Positions – MOVED to regular agenda

M/S (Westerberg/Edmunds): To approve the request by ISU for two (2) new positions (2.0 FTE), and term change to one (1) position (1.0 FTE), supported by local funds. Motion carried unanimously.

Board President Terrell asked how the freeze in hiring applies to higher education. Executive Director Rush noted that the Governor sent a letter specifically exempting institutions of higher education from the hiring freeze. Mr. Terrell asked if these positions are needed given the layoffs. Mr. Fletcher noted that all of these positions are funded by local funds. ISU has in place its own hiring freeze program and extreme scrutiny has been applied.

2. BAHR – Section I – University of Idaho – New Positions and Reactivations of Positions – MOVED to regular agenda

M/S (Westerberg/Edmunds): To approve the request by the University of Idaho to establish two (2) new positions (2.0 FTE) and reactivate one (1) position (1.0 FTE) supported by appropriated and non-appropriated funds. Motion carried unanimously.

Mr. Terrell asked about the difference of reactivating a position and how long the University has to fill the position. Mr. Mues indicated this position was vacant for 12 months. The reactivations are part of the internal planning. Other vacated positions have been frozen, but strategically the University must hire certain positions in order to move forward. That is what this request is about.

1. University of Idaho – New Position and Reactivation of Position – Office of Planning and Budget

M/S (Westerberg/Soltman): To approve the request by the University of Idaho to establish one (1) new Chief Planning Officer position (1.0 FTE) and reactivate one (1) Budget Director position (1.0 FTE) supported by appropriated and non-appropriated funds. Motion carried unanimously.

Board member Westerberg noted that this is part of the University's strategic initiatives.

Section II – Finance

Board President Terrell announced that item three of the Finance agenda would be moved to the end of the agenda to allow time for anticipated information to be received from the Legislature related to the budget.

1. Amendment to Board Policy – Section V.T. – Tuition Waivers, Second Reading

M/S (Westerberg/Agidius): To approve the second reading of Board Policy V.T. – Fee/Tuition Waivers as submitted. Motion carried unanimously.

2. Tuition Waiver Reports

Mr. Westerberg indicated this is an information item.

4. Student Health Insurance Plan (SHIP) Consortium

Mr. Westerberg introduced this information item. Jim Fletcher of ISU noted that this is a proposal to save money for the state and for the institutions. He indicated that by putting together a consortium, about two million dollars would be save each year. A process has been put into place to come up with a Request for Proposals to obtain the best-value procurement. The vendor will have to identify risk, how they will manage the risk, and how they will achieve the best practice value. Mr. Fletcher reported that BSU, ISU and LCSC are collaborating together in this effort.

5. Boise State University – Planning and Design – College of Business and Economics

M/S (Westerberg/Soltman): To approve the request by Boise State University to proceed with planning and design of the College of Business and Economics building for a cost not to exceed \$3,000,000. Motion carried unanimously.

Stacy Pearson of BSU briefly updated the Board on the current effort to begin the formal planning and designing process. This will be funded by private funds set aside for this project.

6. Boise State University – Naming Buildings/Facilities – Yanke Family Research Park

M/S (Westerberg/Soltman): To approve the request by Boise State University to name the Park Center property the Ron and Linda Yanke Family Research Park. Motion carried unanimously.

7. Boise State University – Design and Proceed with Improvements – Yanke Family Research Park

M/S (Westerberg/Soltman): To approve Boise State University's request to complete the design and construction of tenant improvements for the Ron and Linda Yanke Family Research Park located at 220 Park Center Boulevard for a total project cost not to exceed \$2,000,000 with the source of funding from unallocated bond reserves set aside for this purpose. Motion carried unanimously.

8. Boise State University – Construction of Aquatics Addition – Student Rec Center

M/S (Westerberg/Agidius): To approve Boise State University's request to proceed with construction of a Student Recreation Center Aquatics Complex Addition for a total project cost not to exceed \$8,000,000 with the source of funding from accumulated student recreation facility fees that have been dedicated to this purpose. Motion carried unanimously.

Stacy Pearson explained that this project was part of the original student recreation project. The aquatic center was delayed due to some bidding and funding issues. The students agreed to their fee being set aside for this project. Ms. Pearson noted that over ten years eight million dollars was set aside. BSU is ready at this time to move forward.

9. Boise State University – Planning, Design, and Construction of Phase 2 – Lincoln Parking Structure

M/S (Westerberg/Edmunds): To approve Boise State University's request to proceed with planning, design and construction of phase two of the Lincoln Parking Structure for a total project cost not to exceed \$12,000,000, with the source of funding from bond proceeds set aside for this purpose. Motion carried unanimously.

10. University of Idaho – Student Health Insurance Program (SHIP) Contract

M/S (Westerberg/Agidius): To approve the request by the University of Idaho to (1) approve the agreement between the University and Moscow Family Medicine, in substantial conformance to the contract submitted to the Board in Attachment 1; and (2) to approve the SHIP premium with no increase for the 2009-2010 academic year. Motion carried unanimously.

11. Lewis-Clark State College – Termination of Management Agreement – College Place

M/S (Westerberg/Soltman): To approve the request by LCSC to ratify, approve, and confirm the College's February 20, 2009 notice of termination of the 2006 Management Agreement for College Place. Motion carried unanimously.

12. Lewis-Clark State College – Naming Buildings/Facilities – Sacajawea Hall

M/S (Westerberg/Agidius): To approve the request by LCSC to name the new nursing/health sciences building "Sacajawea Hall". Motion carried unanimously.

13. Lewis-Clark State College – Property Sale

M/S (Westerberg/Agidius): To approve the request by LCSC to sell the property located at 512 6th Avenue, Lewiston, Idaho for \$83,000, and to delegate authority to sign the Purchase Sales Agreement to the Financial Vice President for LCSC. Motion carried unanimously.

3. FY 2010 Appropriations

Board member Westerberg suggested deferring action on this item until the Legislature has completed its work. It will then convene a special meeting to take action.

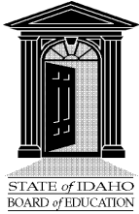
M/S (Westerberg/Agidius): To defer item 3 until such time as the Legislature has finished its business and then convene a special meeting of the Board to consider this item. Motion carried unanimously.

OTHER BUSINESS

Board President Terrell took an opportunity to commend the staff of the Board office. He thanked Dr. Mike Rush in particular for the long hours worked. He thanked the institutions, their presidents, provosts, vice presidents and staff for their hard work as well. Mr. Terrell indicated that he has appreciated working with everyone in his capacity as a Board member and as the President of the Board. He said that all of the institutions are unique and special, and have much to offer the citizens of the state of Idaho.

The newly appointed Board President Paul Agidius thanked Mr. Terrell.

By unanimous consent, the meeting was adjourned at 3:40 p.m.



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 MEETING
 April 22, 2009
 University of Idaho
 Moscow, Idaho**

A regular meeting of the Idaho State Board of Education was held on April 22, 2009 at the University of Idaho, Moscow, Idaho. The meeting was called to order at 10:15 a.m. President Paul Agidius presided. The following members were present:

Present:

Paul Agidius, President	Richard Westerberg, Vice President (Telephone)
Milford Terrell (Telephone)	Ken Edmunds, Secretary (Telephone)
Rod Lewis (Telephone)	Don Soltman (Telephone)

Absent: Tom Luna, State Superintendent

1. Waiver of Board Policies I.E.2.e and II.G.6.i.

M/S (Edmunds/Westerberg) I hereby move to approve the waiver by the Board of Regents of Policies I.E.2.e. and II.G.6.i. pertaining to the use of affiliated institutional foundation funds for supplemental compensation and the granting of tenure to institutional presidents and move to direct Board staff to prepare revisions to the Board's Policies consistent with the actions proposed herewith for future consideration by the Board. A roll-call vote was taken; motion carried unanimously.

Terrell: Statement of appreciation for Sue Thilo, Paul Agidius and William Gilbert (UI Foundation representative) for all their work on the Presidential search.

2. Consideration of President for the University of Idaho

M/S (Terrell/Edmunds) I hereby move to approve the appointment of Dr. M. Duane Nellis as President of the University of Idaho effective July 1, 2009, for a term of three (3) years, at an annual salary of \$335,000 (comprised of \$298,000 in institutional funds, and \$37,000 in supplemental compensation to be provided by the University of Idaho Foundation), and to authorize the President of the Board of Regents on behalf of the Board of Regents to execute an appointment agreement with Dr. Nellis in the form presented to the Board. A roll-call vote was taken; motion carried unanimously.

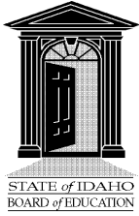
Paul Agidius: Expressed recognition and appreciation for the members of search committee and those providing support to the committee. It cannot be overstated the amount of time and

dedication shown to the institution; and especially to Sue Thilo for her leadership as well as Milford Terrell and William Gilbert who took on the serious issues surrounding this search.

Milford Terrell: Hand of friendship to Dr. Nellis and congratulations on his new job.

Dr. Nellis: Thank you.

3. M/S (Terrell/Edmunds) To adjourn the meeting at 11:35 am (MST), A roll-call vote was taken; motion carried unanimously



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

**DRAFT MINUTES
STATE BOARD OF EDUCATION SPECIAL MEETING
May 7, 2009
Len B. Jordan Bldg., Room 307
Boise, Idaho**

A special teleconference meeting of the State Board of Education was held May 7, 2009 at 2:00 p.m. M.T. It originated from the Len B. Jordan Building, 650 W. State Street, Boise, Idaho. A roll-call of members was taken.

Present:

Paul Agidius, President	Richard Westerberg, Vice President
Kenneth Edmunds, Secretary	Rod Lewis
Don Soltman	Milford Terrell
Tom Luna, State Superintendent (joined the meeting in progress)	

Board President Agidius introduced the agenda. A roll-call of members was taken. Mr. Luna was not present during the roll-call but joined the meeting a few minutes later.

BUSINESS AFFAIRS and HUMAN RESOURCES – Finance Agenda

1. FY 2010 Appropriations

a. Information - Institutions & Agencies

B. College & Universities

M/S (Westerberg/Edmunds): To approve the allocation of the FY 2010 legislative appropriations for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented on Page 3. A roll-call vote was taken; motion carried 6-0 (Mr. Luna absent).

c. Community Colleges

M/S (Westerberg/Edmunds): To approve the FY 2010 allocation of state General Funds for community college support as follows: \$11,762,100 to the College of Southern Idaho, \$10,058,700 to North Idaho College, and \$4,586,200 to the College of Western Idaho. A roll-call vote was taken; motion carried 6-0 (Mr. Luna absent).

d. Professional-Technical Education

M/S (Westerberg/Edmunds): To approve the allocation of the FY 2010 legislative appropriation for the Division of Professional-Technical Education as presented on Pages 3-4. A roll-call vote was taken; all members were present; motion carried unanimously.

e. Promise A Scholarship

M/S (Westerberg/Terrell): To approve the amount of the Idaho Promise Scholarship, Category A, at \$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 2009-2010. A roll-call vote was taken; all members were present; motion carried unanimously.

f. Promise B Scholarship

M/S (Westerberg/Soltman): To approve the amount of the Idaho Promise Scholarship, Category B, at \$250 per semester per student (\$500 annually) for those current recipients who maintain eligibility and for qualified first-year entering students under the age of 22 in academic year 2009-2010. A roll-call vote was taken; all members were present; motion carried unanimously.

g. Opportunity Scholarship

M/S (Westerberg/Terrell): 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, 2009-June 30, 2010. A roll-call vote was taken; all members were present; motion carried unanimously.

M/S (Westerberg/Terrell): 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 FY 2010 academic year. A roll-call vote was taken; all members were present; motion carried unanimously.

M/S (Westerberg/Luna): To approve the student contribution for the FY 2010 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 nonfederal 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 designates the Executive Director or his designee to make these determinations on behalf of the Board A roll-call vote was taken; all members were present; motion carried unanimously.

2. FY 2011 Budget Development Guidelines

M/S (Westerberg/Edmunds): To direct the agencies and institutions to use the following categories and in priority order to develop FY 2011 Line Item budget requests:

- 1. Occupancy Costs**
- 2. PTE Nondiscretionary Adjustments**
- 3. Center for Advanced Energy Studies (CAES)**
- 4. Opportunity Scholarship**
- 5. Recommendations from the Medical Education Committee**
- 6. Veterans Administration Biomedical Research Collaboration**
- 7. One-time projects with extraordinary and unique circumstances**

A roll-call vote was taken; all members were present; motion carried unanimously.

There was general discussion about the process used to arrive at these categories. The institutions provided input. The Board discussed various aspects of the motion and the factors that would be used to consider the requests that came from the institutions. The motion went forward as originally made.

3. Boise State University – Equipment Purchase

M/S (Westerberg/Soltman): To approve the request by Boise State University to purchase test and measurement equipment for research and teaching labs at a cost not to exceed \$724,354. A roll-call vote was taken; all members were present; motion carried unanimously.

Mr. Westerberg noted that this is a sole-source request. The Division of Purchasing has signed off on it.

DEPARTMENT OF EDUCATION

1. CCSSP and NGA Common Core Standards Initiative

State Superintendent Luna presented this information item. He reported that Idaho had met with other state chiefs and the National Governors' Association to discuss a state-led effort to develop national standards for math, language arts, and reading. Currently, every state is working on its own standards, updating them, and developing its own measures to test those standards. This duplication of time and money is motivating the states to consider a joint effort. Forty-one states have indicated an interest in participating. Each state will need to sign a Memorandum of Understanding that outlines specifically what is intended to happen. Mr. Luna

emphasized that Idaho is agreeing to a process, and not an end-product. He noted that Board action would be required to approve any product. He is comfortable to limiting this to language arts, reading, and math

Mr. Luna explained that as it relates to internationally benchmarked standards, Idaho knows the level of rigor and the achievement standards that other countries have in place. Idaho is well aware of how our students compare with those across the world and that we must improve in a number of areas, especially in the area of math. Mr. Luna observed that by working towards these international benchmarks, our students will be able to compete.

OTHER BUSINESS

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

M/S (Luna/Westerberg): To adjourn the meeting at 2:44 A roll-call vote was taken; motion carried 7-0 (Soltman absent).

**CONSENT AGENDA
JUNE 18, 2009**

TAB	DESCRIPTION	ACTION
1	BAHR-SECTION I BOISE STATE UNIVERSITY Deletions of Positions	Motion to approve
2	BAHR-SECTION I UNIVERSITY OF IDAHO New Position & Reactivation of Position	Motion to approve
3	BAHR-SECTION I LEWIS-CLARK STATE COLLEGE New Positions & Deletions of Positions	Motion to approve
4	BAHR-SECTION I EASTERN IDAHO TECHNICAL COLLEGE New Position	Motion to approve
5	FY 2010 APPROPRIATED FUNDS OPERATING BUDGETS	Motion to approve
6	ATHLETICS ACTUAL, FORECAST & BUDGET REPORTS	Motion to approve
7	IRSA - QUARTERLY REPORT: PROGRAMS AND CHANGES APPROVED BY EXECUTIVE DIRECTOR	Information item
8	PPGAC – ALCOHOL PERMITS ISSUED BY UNIVERSITY PRESIDENTS	Information item

CONSENT AGENDA
JUNE 18, 2009

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**CONSENT AGENDA
JUNE 18, 2009**

BOISE STATE UNIVERSITY

SUBJECT

Deletion of positions

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University requests approval to:

- Delete eight (8) faculty positions (8.0 FTE) supported by appropriated funds.
- Delete seven (7) professional staff positions (7.0 FTE) supported by appropriated funds; and delete two (2) professional staff positions (1.5 FTE) supported by local funds.
- Delete twenty two (22) classified staff positions (19 FTE) supported by appropriated funds; delete one (1) classified staff position (1.0 FTE) supported by appropriated and local funds; delete three (3) classified positions (3.0 FTE) supported by local funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Of the positions deleted, sixteen (16) were filled, however, classified employees have bumping rights. So although a position may be deleted, it's possible that the person in the position gets transferred into another existing vacant position on campus. The number of employees actually laid off due to budget issues is currently 19. 10 of these are included in the June agenda and the other 9 will be on the August agenda.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State for deletion of forty three (43) positions (39.50 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

CONSENT AGENDA
JUNE 18, 2009

DELETED POSITIONS

Position Title	Associate Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$50,794
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	English Department
Duties and Responsibilities	Provide instruction for English courses.
Justification of Position	Delete position due to budget reductions.
Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$44,970
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Theatre Arts
Duties and Responsibilities	Provide instruction for Theatre Arts courses.
Justification of Position	Delete position due to budget reductions.
Position Title	Associate Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$33,228
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Math Dept
Duties and Responsibilities	Provide instruction for Mathematics courses.
Justification of Position	Delete position due to budget reductions.

CONSENT AGENDA
JUNE 18, 2009

Position Title	Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$86,653
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Physics Dept
Duties and Responsibilities	Provide instruction for Physics courses.
Justification of Position	Delete position due to budget reductions.

Position Title	Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$63,066
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Music Dept
Duties and Responsibilities	Provide instruction for Music courses.
Justification of Position	Delete position due to budget reductions.

Position Title	Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$69,285
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Geosciences
Duties and Responsibilities	Provide instruction for Geosciences courses.
Justification of Position	Delete position due to budget reductions.

CONSENT AGENDA
JUNE 18, 2009

Position Title	Associate Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$76,077
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Information Technology and Supply Chain Management
Duties and Responsibilities	Provide instruction for Information Technology and Supply Chain Management courses.
Justification of Position	Delete position due to budget reductions.

Position Title	Special Lecturer
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$38,772
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Chemistry Department
Duties and Responsibilities	Provide instruction for Chemistry courses.
Justification of Position	Delete position due to budget reductions.

Position Title	Controller
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$102,773
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Vice President of Finance and Administration
Duties and Responsibilities	Oversight and implementation of initiatives associated with financial reporting and accounting systems.
Justification of Position	Delete position due to budget reductions.

CONSENT AGENDA
JUNE 18, 2009

Position Title	Assistant IT Resource Manager
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$42,183
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	College of Business and Economics
Duties and Responsibilities	Assist IT Manager in the maintenance and deployment of COBE networks.
Justification of Position	Delete position due to budget reductions.

Position Title	Program Manager
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$39,250
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Division of Extended Studies
Duties and Responsibilities	Work as a member of the Center for Professional Development team to enhance, facilitate and support non-credit programs for professional audiences.
Justification of Position	Delete position due to budget reductions.

Position Title	IT Resource Manager
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$64,501
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	College of Business and Economics
Duties and Responsibilities	Responsible for the maintenance and deployment of COBE network systems.
Justification of Position	Delete position due to budget reductions.

CONSENT AGENDA
JUNE 18, 2009

Position Title	Associate Director
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$50,815
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Academic Advising and Enhancement
Duties and Responsibilities	Provide campus wide leadership to develop and sustain learning communities and UNIV101U courses.
Justification of Position	Delete position due to budget reductions.

Position Title	Instructional Design Specialist
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$56,202
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Academic Technologies
Duties and Responsibilities	Provide training, instructional design, and production and development services to faculty.
Justification of Position	Delete position due to budget reductions.

Position Title	Teacher
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$35,257
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Community and Environmental Health
Duties and Responsibilities	Provide instruction for Community & Environmental Health Courses.
Justification of Position	Delete position due to budget reductions.

CONSENT AGENDA
JUNE 18, 2009

Position Title	Associate Director
Type of Position	Professional
FTE	0.5 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$21,248
Funding Source	Local
New or Reallocation	n/a
Area/Department of Assignment	Alumni Association
Duties and Responsibilities	Responsible for the overall coordination of the membership program, and for marketing of the Association.
Justification of Position	Delete position due to budget reductions.

Position Title	Employment Manager
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$47,279
Funding Source	Local
New or Reallocation	n/a
Area/Department of Assignment	Human Resource Services
Duties and Responsibilities	Develop, implement and manage the employment process.
Justification of Position	Delete position due to budget reductions.

Position Title	Electrician
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$38,189
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Facilities, Operations and Maintenance
Duties and Responsibilities	Perform journeyman-level installation and maintenance of industrial and domestic electrical systems, equipment and devices.
Justification of Position	Delete position due to budget reductions.

CONSENT AGENDA
JUNE 18, 2009

Position Title	Library Assistant 3
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$33,447
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Library
Duties and Responsibilities	Perform specialized library work in specific area(s) involving patron or technical services or specialized collections.
Justification of Position	Delete position due to budget reductions.

Position Title	Custodian Superintendent
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$42,224
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Facilities, Operations and Maintenance
Duties and Responsibilities	Direct a permanent staff through subordinate supervisors in a large campus complex that includes vocational, academic, administrative, athletic, and research facilities.
Justification of Position	Delete position due to budget reductions.

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$30,535
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Library
Duties and Responsibilities	Perform secretarial, office administration, and public relations assignments.
Justification of Position	Delete position due to budget reductions.

CONSENT AGENDA
JUNE 18, 2009

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$33,114
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	New Student Information Center
Duties and Responsibilities	Perform secretarial, office administration, and public relations assignments.
Justification of Position	Delete position due to budget reductions.

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$25,708
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Masters of Community and Regional Planning
Duties and Responsibilities	Perform a wide variety of secretarial support functions.
Justification of Position	Delete position due to budget reductions.

Position Title	Maintenance Craftsman
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$29,037
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Facilities, Operations and Maintenance
Duties and Responsibilities	Perform semi-skilled duties in the operation, maintenance and repair of buildings and related facilities and systems.
Justification of Position	Delete position due to budget reductions.

**CONSENT AGENDA
JUNE 18, 2009**

Position Title	Library Assistant 1
Type of Position	Classified
FTE	0.5 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$10,161
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Library
Duties and Responsibilities	Perform routine paraprofessional library work involving service to patrons, or collection and records maintenance, or bibliographic searching and verification.
Justification of Position	Delete position due to budget reductions.

Position Title	Technical Records Specialist 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$28,975
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Alumni Association
Duties and Responsibilities	Provide a variety of high level program support functions; reviews and processes documents; determines and explains compliance with laws, rules, regulations and policies and takes appropriate action; maintains records systems.
Justification of Position	Delete position due to budget reductions.

Position Title	Custodian
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$21,258
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Facilities, Operations and Maintenance
Duties and Responsibilities	Perform heavy-duty cleaning and related maintenance work in an assigned area.
Justification of Position	Delete position due to budget reductions.

CONSENT AGENDA
JUNE 18, 2009

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	.5 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$15,736
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Provost
Duties and Responsibilities	Perform secretarial, office administration, and public relations assignments.
Justification of Position	Delete position due to budget reductions.

Position Title	Custodian
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$20,384
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Facilities, Operations and Maintenance
Duties and Responsibilities	Perform heavy-duty cleaning and related maintenance work in an assigned area or building complex.
Justification of Position	Delete position due to budget reductions.

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$34,133
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Community and Environmental Health
Duties and Responsibilities	Perform secretarial, office administration, and public relations assignments.
Justification of Position	Delete position due to budget reductions.

CONSENT AGENDA
JUNE 18, 2009

Position Title	Customer Service Representative 1
Type of Position	Classified
FTE	0.5 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$11,430
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Academic Technologies
Duties and Responsibilities	Provide customer service and specialized information; assist individuals in securing services.
Justification of Position	Delete position due to budget reductions.

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$26,625
Funding Source	.33 FTE Appropriated and .67 FTE Local
New or Reallocation	n/a
Area/Department of Assignment	Geosciences
Duties and Responsibilities	Perform a wide variety of secretarial support functions.
Justification of Position	Delete position due to budget reductions.

Position Title	Customer Service Representative 1
Type of Position	Classified
FTE	.5 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$11,316
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Registrar's Office
Duties and Responsibilities	Provide customer service and specialized information; assist individuals in securing services.
Justification of Position	Delete position due to budget reductions.

**CONSENT AGENDA
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Position Title	Office Specialist 2
Type of Position	Classified
FTE	0.5 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$12,907
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Raptor Research
Duties and Responsibilities	Provide a variety of office support or secretarial functions which require an in-depth knowledge of assigned program areas.
Justification of Position	Delete position due to budget reductions.

Position Title	Postal Clerk, Lead
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$23,192
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Mail Services
Duties and Responsibilities	Oversee and coordinate work for a crew of Postal Service employees; receive, distribute, and process mail.
Justification of Position	Delete position due to budget reductions.

Position Title	Custodian
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/09
Salary Range	\$19,157
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Facilities, Operations and Maintenance
Duties and Responsibilities	Perform heavy-duty cleaning and related maintenance work in an assigned area or building complex.
Justification of Position	Delete position due to budget reductions.

CONSENT AGENDA
JUNE 18, 2009

Position Title	Office Specialist 2
Type of Position	Classified
FTE	0.5 FTE
Term of Appointment	9 Months
Effective Date	7/1/09
Salary Range	\$12,709
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Nursing
Duties and Responsibilities	Provide a variety of office support or secretarial functions which require an in-depth knowledge of assigned program areas.
Justification of Position	Delete position due to budget reductions.

Position Title	Library Assistant 2
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$27,768
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Library
Duties and Responsibilities	Perform routine paraprofessional library work involving service to patrons, or collection and records maintenance, or bibliographic searching and verification.
Justification of Position	Delete position due to budget reductions.

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$30,015
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Vice President of Finance and Administration
Duties and Responsibilities	Perform secretarial, office administration, and public relations assignments.
Justification of Position	Delete position due to budget reductions.

CONSENT AGENDA
JUNE 18, 2009

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$24,710
Funding Source	Appropriated
New or Reallocation	n/a
Area/Department of Assignment	Admissions
Duties and Responsibilities	Perform a wide variety of secretarial support functions
Justification of Position	Delete position due to budget reductions.

Position Title	Office Specialist 2
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$20,322
Funding Source	Local
New or Reallocation	n/a
Area/Department of Assignment	University Advancement
Duties and Responsibilities	Provide a variety of office support or secretarial functions which require an in-depth knowledge of assigned program areas.
Justification of Position	Delete position due to budget reductions.

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$25,647
Funding Source	Local
New or Reallocation	n/a
Area/Department of Assignment	Office of Information Technology
Duties and Responsibilities	Perform a wide variety of secretarial support functions.
Justification of Position	Delete position due to budget reductions.

CONSENT AGENDA
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Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$23,379
Funding Source	Local
New or Reallocation	n/a
Area/Department of Assignment	Advancement
Duties and Responsibilities	Perform a wide variety of secretarial support functions.
Justification of Position	Delete position due to budget reductions.

**CONSENT AGENDA
JUNE 18, 2009**

UNIVERSITY OF IDAHO

SUBJECT

One new position and two reactivations

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

The University of Idaho requests approval for:

- One (1) new position (1.0 FTE) supported by a reallocation of appropriated and non-appropriated funds
- Two (2) reactivations (2.0 FTE) supported by a reallocation of appropriated and non-appropriated funds

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to establish one (1) new position and reactivate two (2) positions (3.0 total FTE) supported by a reallocation of appropriated and non-appropriated funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT AGENDA
JUNE 18, 2009

NEW POSITION/REACTIVATIONS

Position Title	Director, McClure Center for Public Policy Research
Type of Position	Professor
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2009
Salary Range	\$95,014.40
Funding Source	Appropriated and Non-appropriated funds
New or Reallocation	Reallocation existing funds
Area/Department of Assignment	College of Letters, Arts & Social Sciences/Dean's Office
Duties	Provide leadership, to interdisciplinary work, plan programs for the Center, oversee lectureship, seek external funding, initiate research projects
Justification	Establish a Director for the McClure Center for Public Policy Research

Position Title	Associate Director
Type of Position	Exempt
FTE	1.0 (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	August 1, 2009
Salary Range	\$45,011.20
Funding Source	Appropriated and Non Appropriated funds
New or Reallocation	Reactivation of PCN 0276
Area/Department of Assignment	College of Letters, Arts & Social Sciences /Martin Institute
Duties	Oversee planning and implementation of Martin Forums and Borah Symposium, teach and coordinate degrees.
Justification	Reactivation of position deleted after being vacant for 12 months during department reorganization

CONSENT AGENDA
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Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2009
Salary Range	\$32,760.00
Funding Source	Appropriated and Non Appropriated funds
New or Reallocation	Reactivation of PCN 5116
Area/Department of Assignment	University Research Office/Compliance
Duties	Administrative support for the Research Compliance Unit
Justification	Reactivation of position deleted after being vacant for 12 months

CONSENT AGENDA
JUNE 18, 2009

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CONSENT AGENDA
JUNE 18, 2009

LEWIS-CLARK STATE COLLEGE

SUBJECT

One (1) new position and fourteen (14) deleted positions

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

Lewis-Clark State College is requesting approval for:

- one (1) new position (1.0 FTE) supported by reallocation of appropriated funds
- fourteen (14) deleted positions (12.16 FTE)

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Representatives from the College will be available to discuss how many of the deleted positions were vacant or actual staff reductions.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College for one (1) new position supported by reallocation of appropriated funds and fourteen (14) deleted positions.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
JUNE 18, 2009**

NEW POSITIONS - INSTRUCTIONAL

Position Title	Lecturer
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	7/1/2009
Salary Range	\$33,000
Funding Source	Reallocation of appropriated funds
Area/Department of Assignment	Business Division
Duties and Responsibilities	Teach Business courses for online and campus.
Justification of Position	Supports a growing student FTE for the business programs.

Deleted Positions

Position Title	Technical Records Specialist 1
Type of Position	Classified
FTE	.50
Term of Appointment	12 months
Effective Date	3/27/2009
Salary Range	\$14,193
Funding Source	Auxiliary Funds
Area/Department of Assignment	Athletics
Justification of Position	Position eliminated due to budget reductions

Position Title	Director of Development, Athletics
Type of Position	Professional
FTE	1.0
Term of Appointment	12 months
Effective Date	6/30/2009
Salary Range	\$39,727
Funding Source	Appropriated Funds
Area/Department of Assignment	Athletics
Justification of Position	Position eliminated due to budget reductions

**CONSENT AGENDA
JUNE 18, 2009**

Position Title	Web Master
Type of Position	Professional
FTE	1.0
Term of Appointment	12 months
Effective Date	6/30/2009
Salary Range	\$45,403
Funding Source	Appropriated Funds
Area/Department of Assignment	College Communications
Justification of Position	Position eliminated due to budget reductions

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0
Term of Appointment	12 months
Effective Date	3/27/2009
Salary Range	\$26,823
Funding Source	Appropriated Funds
Area/Department of Assignment	Information Technology
Justification of Position	Position eliminated due to budget reductions

Position Title	Associate Director, I.T.
Type of Position	Professional
FTE	1.0
Term of Appointment	12 months
Effective Date	6/30/2009
Salary Range	\$49,855
Funding Source	Appropriated Funds
Area/Department of Assignment	Information Technology
Justification of Position	Position eliminated due to budget reductions

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	.75
Term of Appointment	12 months
Effective Date	3/27/2009
Salary Range	\$18,907
Funding Source	Appropriated/Grant Funds
Area/Department of Assignment	Business/ISBDC
Justification of Position	Position eliminated due to budget reductions

CONSENT AGENDA
JUNE 18, 2009

Position Title	Desktop Publishing Specialist
Type of Position	Classified
FTE	.80
Term of Appointment	12 months
Effective Date	3/27/2009
Salary Range	\$21,865
Funding Source	Local Funds
Area/Department of Assignment	Continuing Education and Community Events
Justification of Position	Position eliminated due to budget reductions

Position Title	Coordinator, Clearwater Valley
Type of Position	Professional
FTE	.63
Term of Appointment	12 months
Effective Date	6/30/2009
Salary Range	\$19,217
Funding Source	Local Funds
Area/Department of Assignment	Community Programs
Justification of Position	Position eliminated due to budget reductions

Position Title	Director Student Life
Type of Position	Professional
FTE	1.0
Term of Appointment	12 months
Effective Date	6/30/2009
Salary Range	\$57,712
Funding Source	Appropriated Funds
Area/Department of Assignment	Student Services
Justification of Position	Position eliminated due to budget reductions

**CONSENT AGENDA
JUNE 18, 2009**

Position Title	Financial Technician
Type of Position	Classified
FTE	1.0
Term of Appointment	12 months
Effective Date	3/27/2009
Salary Range	\$30,062
Funding Source	Appropriated Funds
Area/Department of Assignment	Grants and Contracts
Justification of Position	Position eliminated due to budget reductions

Position Title	Director, Grants
Type of Position	Professional
FTE	1.0
Term of Appointment	12 months
Effective Date	6/30/2009
Salary Range	\$67,549
Funding Source	Appropriated Funds
Area/Department of Assignment	Grants and Contracts
Justification of Position	Position eliminated due to budget reductions

Position Title	Painter
Type of Position	Classified
FTE	1.0
Term of Appointment	12 months
Effective Date	3/27/2009
Salary Range	\$20,927
Funding Source	Appropriated Funds
Area/Department of Assignment	Physical Plant
Justification of Position	Position eliminated due to budget reductions

Position Title	Instructional Assistant (DOC)
Type of Position	Exempt/Instructional
FTE	.48
Term of Appointment	12 months
Effective Date	6/30/2009
Salary Range	\$14,357
Funding Source	Grant Funds
Area/Department of Assignment	Adult and Family Education
Justification of Position	Position eliminated due to budget reductions

CONSENT AGENDA
JUNE 18, 2009

Position Title	Instructional Assistant (DOC)
Type of Position	Exempt/Instructional
FTE	1.0
Term of Appointment	12 months
Effective Date	6/30/2009
Salary Range	\$21,338
Funding Source	Grant Funds
Area/Department of Assignment	Adult and Family Education
Justification of Position	Position eliminated due to budget reductions

**CONSENT AGENDA
JUNE 18, 2009**

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

New positions

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

Eastern Idaho Technical College requests approval to create one (1) new faculty position (1.0 FTE) supported by local funds

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Eastern Idaho Technical for one (1) new position (1.0 FTE) supported by local funds

.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

CONSENT AGENDA
JUNE 18, 2009

NEW POSITION

Position Title	Nursing Instructor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	9 Months
Effective Date	August 15, 2009
Salary Range	\$55,000
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Health Education
Duties and Responsibilities	Prepare lesson plans and syllabi and teach RN courses.
Justification of Position	Additional position needed to handle the increased demands RN courses. Replaces 2 adjunct faculty positions and allows for 10 additional RN students.

CONSENT AGENDA
JUNE 18, 2009

SUBJECT

Approval of FY 2010 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/DISCUSSION

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 2009 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.

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 reports only contain information about appropriated funds, which include state General and Endowment revenues, federal stimulus funds, and a portion of student fees.

Operating budget projections for the college and universities are being developed for a future Board meeting which will show trends starting with the most recent audited fiscal year and also include all funds. This will provide the Board with a more encompassing overview of the institution’s operations as they relate to strategic plans including trends in enrollment, student fees, personnel, and expenditures for such strategic areas as instruction, research, institutional and academic support, and plant maintenance.

CONSENT AGENDA
JUNE 18, 2009

IMPACT

Approval of the budgets establishes agency and institutional fiscal spending plans for FY 10, and allows the agencies and institutions to continue operations from FY 09 into FY 10.

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 the 7% base reduction and 5% personnel cost reduction.

BOARD ACTION

A motion to approve the FY 10 operating budgets for the Office of the State Board of Education, 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 _____

**CONSENT AGENDA
JUNE 18, 2009**

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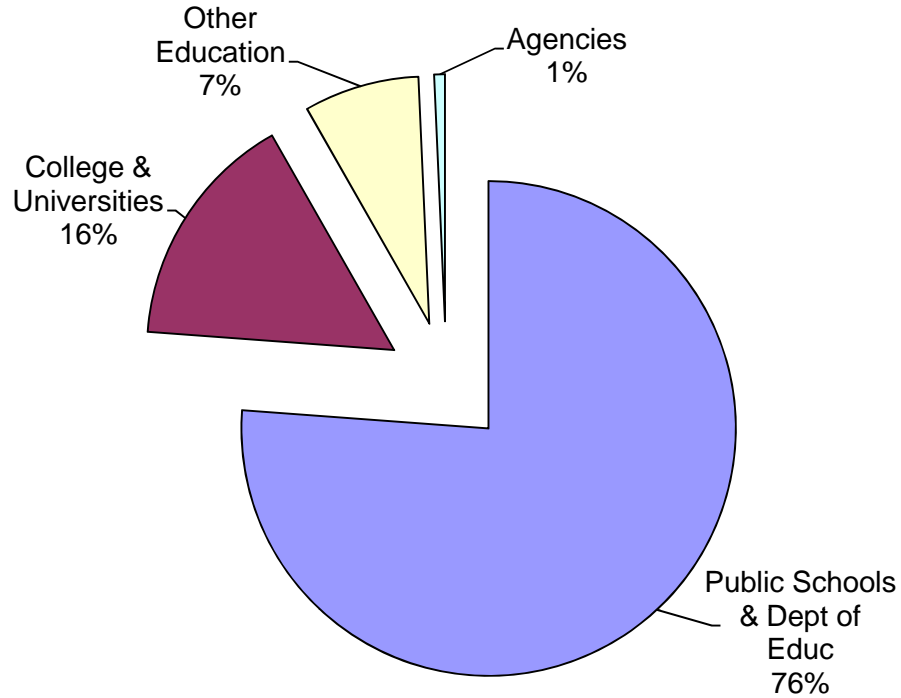
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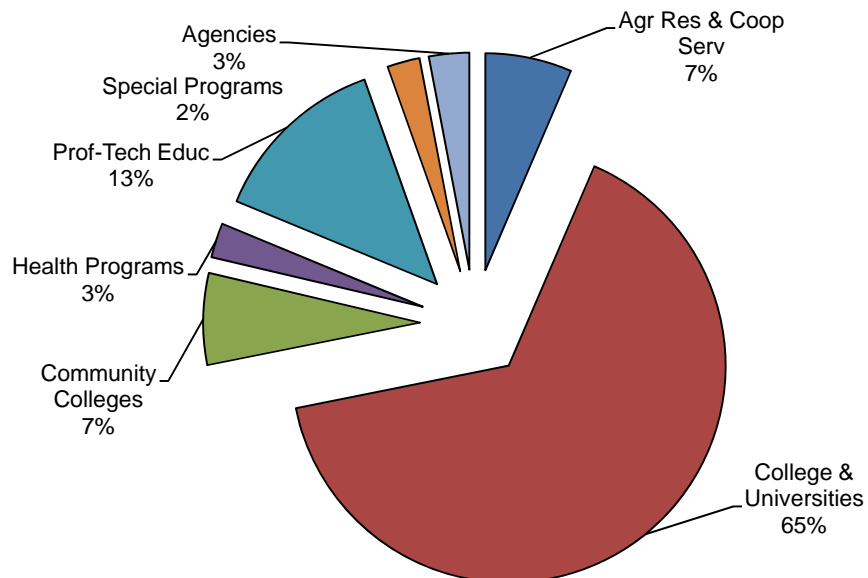
State Board of Education

FY10 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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JUNE 18, 2009**

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CONSENT AGENDA
JUNE 18, 2009

STATE BOARD OF EDUCATION AGENCIES
FY 2010 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 2009 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).

Agencies budgets include the 5% reduction in personnel costs and base reduction.

**CONSENT AGENDA
JUNE 18, 2009**

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OFFICE OF THE STATE BOARD OF EDUCATION
FY 2010 Operating Budget

		FY 2009 BUDGET	FY 2010 BUDGET	PERCENT of CHANGE
1				
2	By Program:			
3	Office of the State Board of Education	13,977,800	4,042,100	-71.08%
4	Course Equivalency	-	144,000	N/A
5	Medical Education Recommendation	90,000	47,000	-47.78%
6	System Wide Needs	100,000	93,100	-6.90%
7	Total Programs	14,167,800	4,326,200	-69.46%
8	By Fund Source:			
9	General Fund	5,317,000	2,530,500	-52.41%
10	Federal Funds	8,689,800	1,706,200	-80.37%
11	Miscellaneous Revenue	140,900	45,900	-67.42%
12	Indirect Cost Recovery Fund	20,100	43,600	116.92%
13	Total Funds	14,167,800	4,326,200	-69.46%
14	By Expenditure Classification:			
15	Personnel Costs	2,303,400	0	-100.00%
16	Operating Expenditures	9,902,300	0	-100.00%
17	Capital Outlay	0	0	#DIV/0!
18	Trustee/Benefit Payments	1,962,100	0	-100.00%
19	Lump Sum	0	4,326,200	N/A
20	Total Expenditures	14,167,800	4,326,200	-69.46%
21	Full Time Position	28.00	23.50	-16.07%

Budget Overview

The reduction in appropriation reflects the transfer of the assessment programs and GEAR UP grant from the Office of the State Board of Education to the Idaho Department of Education. Also included is a reduction in personnel costs of 5% in addition to an ongoing FY 2009 reduction of 4% and a 3% FY 2010 base reduction. The appropriation includes one-time federal funds for the second year of the College Access Grant, and provides funding for the following positions: Accountability and Proprietary Schools Oversight. Funding for the Governor's Innovative Grant program was eliminated.

From the College and Universities appropriation, the Office was provided \$144,000 for Course Equivalency addressing issues related to course transfers across public institutions, \$47,000 for the development of a comprehensive plan for expanding undergraduate and graduate medical education opportunities, and \$93,100 in System-wide needs.

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IDAHO PUBLIC TELEVISION

FY 2010 Operating Budget

		FY 2009 BUDGET	FY 2010 BUDGET	PERCENT of CHANGE
1				
2	By Program:			
3	Programming	1,602,948	1,497,663	-6.57%
4	* Technical Services	3,398,287	2,211,973	-34.91%
5	Communications	561,293	617,697	10.05%
6	** Production	1,409,387	1,286,786	-8.70%
7	Administration	1,405,232	1,290,054	-8.20%
8	Marketing	1,171,418	1,005,213	-14.19%
9	Total Programs	9,548,565	7,909,386	-17.17%
10	By Fund Source:			
11	General Fund	3,530,300	1,659,800	-52.98%
12	Federal Funds		764,080	100.00%
13	Dedicated CPB Funds	1,008,400	972,600	-3.55%
14	Local Funds	5,009,865	4,512,906	-9.92%
15	Total Funds	9,548,565	7,909,386	-17.17%
16	By Expenditure Classification:			
17	Personnel Costs	4,077,985	3,795,881	-6.92%
18	Operating Expenditures	3,314,480	3,294,625	-0.60%
19	Capital Outlay	2,156,100	818,880	-62.02%
20	Total Expenditures	9,548,565	7,909,386	-17.17%
21	Full Time Position	57.00	57.00	0.00%

22 Budget Overview

- 23 (1) 34.9% decrease primarily due to no appropriation of digital equipment funds by the state of Idaho.
- (2) Large variances in budgeted values from combining promotional funds into Communications.
- (3) One-time Federal grants for digital television equipment.

Notes:

FY 2009 budget per SB1466
FY 2010 budget per SB1237

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IDAHO DIVISION OF VOCATIONAL REHABILITATION
FY 2010 Operating Budget

	FY 2009 BUDGET	FY 2010 BUDGET	PERCENT of CHANGE
By Program:			
Renal Disease	664,900	631,100	-5.08%
Vocational Rehabilitation	20,238,600	23,003,000	13.66%
Epilepsy League	70,300	0	-100.00%
Comm. Supp. Employ. Work Svcs. (CSE)	4,321,200	3,892,600	-9.92%
Total Programs	25,295,000	27,526,700	8.82%
By Fund Source:			
General Fund	8,520,900	7,725,000	-9.34%
Federal Funds	15,221,100	15,168,300	-0.35%
Miscellaneous Revenue	918,900	944,200	2.75%
Dedicated Funds	634,100	651,900	2.81%
Economic Recovery Reserve Fund		3,037,300	
Total Funds	25,295,000	27,526,700	8.82%
By Expenditure Classification:			
Personnel Costs	8,868,800	8,666,800	-2.28%
Operating Expenditures	1,523,300	1,905,000	25.06%
Capital Outlay	211,600	897,200	324.01%
Trustee/Benefit Payments	14,691,300	16,057,700	9.30%
Total Expenditures	25,295,000	27,526,700	8.82%
Full Time Position	151.00	151.00	0.00%

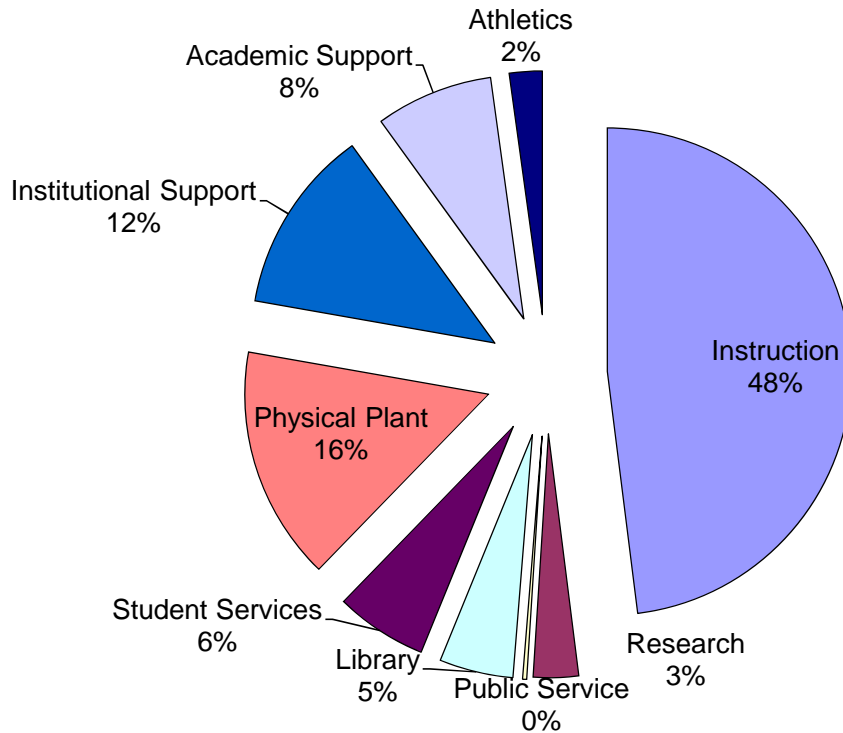
Budget Overview

- Personnel costs reflect the 5% general and 3% federal employee compensation (CEC) decrease in House Bill No. 268 for FY 2010.
- Senate Bill 1239 appropriates moneys for the Idaho Division of Vocational Rehabilitation.
- Decrease in General & Federal appropriations are due to statewide spending reductions.
- Increase of 2.75% in Miscellaneous Revenue is due to new third party contracts.
- Increase of 2.81% in Dedicated Funds is due to new method of capturing Social Security reimbursements.
- Economic Recovery Reserve Funds appropriation is ARRA funding allotted by the Federal Government to Idaho Vocational Rehabilitation. ARRA funds account for the increase in Operating Expenditures, Capital Outlay, and

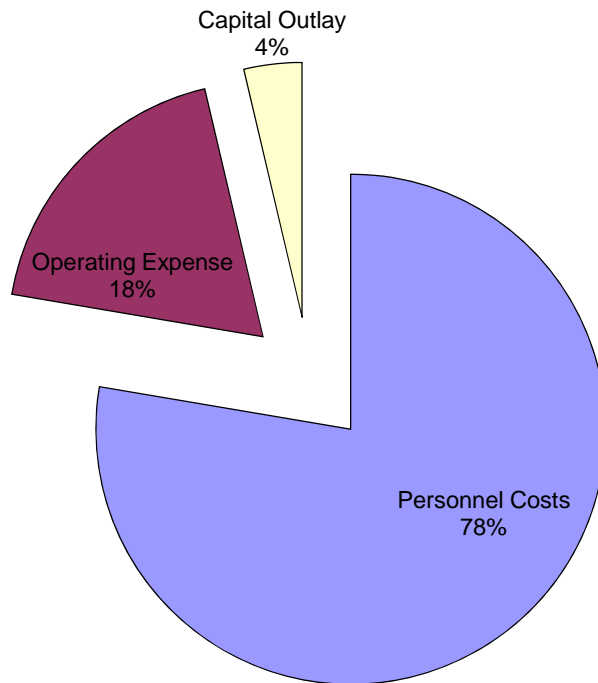
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COLLEGE & UNIVERSITIES
FY10 Appropriated Funds Budget By Function



FY09 Appropriated Funds Budget By Expenditure Classification



COLLEGE & UNIVERSITIES SUMMARY

Budget Distribution by Activity and Expense Class

July 1, 2009 - June 30, 2010

	FY2009 Original Budget		FY2010 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
By Function/ Exp Class						
By Function:						
Instruction	\$207,471,840	49.31%	\$201,457,584	48.00%	(\$6,014,256)	-2.90%
Research	12,395,097	2.95%	12,602,728	3.00%	207,631	1.68%
Public Service	927,712	0.22%	1,148,740	0.27%	221,028	23.83%
Library	21,394,853	5.08%	20,549,796	4.90%	(845,057)	-3.95%
Student Services	27,088,197	6.44%	25,525,201	6.08%	(1,562,996)	-5.77%
Physical Plant	55,993,019	13.31%	65,129,147	15.52%	9,136,128	16.32%
Institutional Support	50,119,633	11.91%	51,445,711	12.26%	1,326,078	2.65%
Academic Support	35,888,904	8.53%	32,651,229	7.78%	(3,237,675)	-9.02%
Athletics	9,493,145	2.26%	9,180,526	2.19%	(312,619)	-3.29%
13 Total Bdgt by Function	\$420,772,400	100.00%	\$419,690,663	100.00%	(\$1,081,737)	-0.26%
By Expense Class:						
Personnel Costs:						
Salaries:						
Faculty	\$128,254,250	30.74%	\$123,075,497	30.08%	(\$5,178,753)	-4.04%
Executive/Admin	15,108,194	3.62%	14,922,993	3.65%	(185,201)	-1.23%
Managerial/Prof	43,360,770	10.39%	44,178,382	10.80%	817,612	1.89%
Classified	42,846,282	10.27%	40,045,560	9.79%	(2,800,722)	-6.54%
Grad Assist	8,201,762	1.97%	7,885,052	1.93%	(316,710)	-3.86%
Irregular Help	6,049,791	1.45%	5,559,408	1.36%	(490,383)	-8.11%
Total Salaries	\$243,821,049	58.43%	\$235,666,892	57.60%	(\$8,154,157)	-3.34%
Personnel Benefits	85,201,180	20.42%	82,136,082	20.07%	(3,065,098)	-3.60%
Total Pers Costs	\$329,022,229	78.85%	\$317,802,974	77.67%	(\$11,219,255)	-3.41%
Operating Expense:						
Travel	2,385,576	0.57%	1,766,357	0.43%	(619,219)	-25.96%
Utilities	14,123,367	3.38%	14,878,980	3.64%	755,613	5.35%
Insurance	3,322,617	0.80%	3,388,317	0.83%	65,700	1.98%
Other Oper. Exp	54,840,892	13.14%	56,289,837	13.76%	1,448,945	2.64%
Total Oper. Exp	\$74,672,452	17.90%	\$76,323,491	18.65%	\$1,651,039	2.21%
Capital Outlay:						
Depart Equipment	4,223,432	1.01%	5,796,591	1.42%	1,573,159	37.25%
Library Acquisitions	9,356,187	2.24%	9,237,207	2.26%	(118,980)	-1.27%
Total Cap Outlay	\$13,579,619	3.25%	\$15,033,798	3.67%	\$1,454,179	10.71%
36 Tot Bdgt by Exp Class	\$417,274,300	100.00%	\$409,160,263	100.00%	(\$8,114,037)	-1.94%
Expenses from One-Time Func	\$8,616,600		\$13,901,937		\$5,285,337	
38 Activity Total	\$425,890,900		\$423,062,200		(\$2,828,700)	-0.66%
39 TOTAL FTE POSITIONS	3,975.23		3,854.87		(120.36)	-3.03%

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BOISE STATE UNIVERSITY
2010 STATE BUDGET OVERVIEW

FY 2009 Base Operating Budget	\$137,909,000
Adjustments to Base -	
FY 2009 Holdback made permanent	-3,503,500
Health Insurance adjustments	-640,300
FY 2010 Base Reduction	-2,503,800
FY 2010 ARRA Funds (<i>one-time funds</i>)	4,856,400
'CEC' Reduction 5%	-4,559,700
EWA (partial funding)	992,300
SWCAP	182,400
Occupancy reduction	-12,800
Additional Student Tuition/fees (5% increase)	<u>5,653,800</u>
FY 2010 Operating Budget	\$138,373,800

General Information

Boise State University's FY 2010 operating budget of \$138,373,800, although slightly larger than the FY 2009 budget, includes \$4.85 million of American Reinvestment and Recovery Act Funds that are one-time funds.

The University's appropriated allocation provided partial funding of the University's Enrollment Workload Adjustment of \$992,300 and a 5% tuition increase that is estimated to generate \$5.6 million in revenues. Both increases are on-going and will significantly assist with sustaining core functions and ensuring the University maintains the capacity to serve a growing student population.

A thorough assessment of the University's budget priorities, performance measures and strategic directions began in January when the President, Vice Presidents, Deans, and Directors were required to evaluate strategies, budgets, and performance. This process also required that all units identify permanent budget reductions ranging from 6% to 10% and that reductions were linked to the University's strategic plan.

In an effort to keep the campus community apprised of the budget impact, the University created a website where ideas for cost savings measures as well as revenue generating ideas could be regularly posted. In addition, as information became known it was posted to the site to ensure an open and transparent process.

With the tuition and fee increase approved by the State Board of Education in April, the permanent reductions were decreased from the earlier forecasts of 6, 8 and 10% to an average of 4%; some units taking more of a reduction than others based on core needs

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and strategic priorities. Subsequent reallocations were made for the following: \$400K in permanent funding for instructional needs, faculty academic rank promotions were fully funded and funding of the custodial and utility needs for the new Norco Nursing building were funded. Additional occupancy needs will need to be funded with one-time funds until a permanent source can be identified.

The University intends to use the one-time funding from the American Reinvestment and Recovery Act in the following functional categories; specific needs and uses will be reviewed and approved prior to final internal allocations: \$1.2 million for academic instruction, \$1.3 million for academic support, \$700K for facilities, \$1.25 million for research (primarily CAES funding), and \$400K for institutional support. It is anticipated that these funds will require additional reporting requirements and therefore all funds are allocated into unique accounts where expenditures can be easily reviewed and reconciled.

BOISE STATE UNIVERSITY

Budget Distribution by Activity and Expense Class

July 1, 2009 - June 30, 2010

	FY2009 Original Budget		FY2010 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
By Function/ Exp Class						
By Function:						
Instruction	\$69,001,703	50.03%	\$68,694,239	49.64%	(\$307,464)	-0.45%
Research	2,437,980	1.77%	3,367,601	2.43%	929,621	38.13%
Public Service	826,501	0.60%	1,071,185	0.77%	244,684	29.60%
Library	7,122,122	5.16%	6,921,253	5.00%	(200,869)	-2.82%
Student Services	8,331,912	6.04%	7,899,334	5.71%	(432,578)	-5.19%
Physical Plant	14,594,321	10.58%	14,249,314	10.30%	(345,007)	-2.36%
Institutional Support	18,558,940	13.46%	19,210,617	13.88%	651,677	3.51%
Academic Support	14,592,921	10.58%	14,636,642	10.58%	43,721	0.30%
Athletics	2,442,600	1.77%	2,323,615	1.68%	(118,985)	-4.87%
13 Total Bdgt by Function	\$137,909,000	100.00%	\$138,373,800	100.00%	\$464,800	0.34%
By Expense Class:						
Personnel Costs:						
Salaries:						
Faculty	\$44,627,389	32.36%	\$43,293,364	31.29%	(\$1,334,025)	-2.99%
Executive/Admin	4,395,192	3.19%	4,486,260	3.24%	91,068	2.07%
Managerial/Prof	17,111,971	12.41%	18,520,420	13.38%	1,408,449	8.23%
Classified	11,668,223	8.46%	10,401,940	7.52%	(1,266,283)	-10.85%
Grad Assist	2,861,428	2.07%	2,604,436	1.88%	(256,992)	-8.98%
Irregular Help	1,826,753	1.32%	2,011,877	1.45%	185,124	10.13%
Total Salaries	\$82,490,956	59.82%	\$81,318,297	58.77%	(\$1,172,659)	-1.42%
Personnel Benefits	28,447,158	20.63%	27,595,828	19.94%	(851,330)	-2.99%
Total Pers Costs	\$110,938,114	80.44%	\$108,914,125	78.71%	(\$2,023,989)	-1.82%
Operating Expense:						
Travel	\$632,023	0.46%	\$532,932	0.39%	(99,091)	-15.68%
Utilities	3,652,554	2.65%	3,618,686	2.62%	(33,868)	-0.93%
Insurance	979,028	0.71%	979,028	0.71%	0	0.00%
Other Oper. Exp	16,862,852	12.23%	18,899,087	13.66%	2,036,235	12.08%
Total Oper. Exp	\$22,126,457	16.04%	\$24,029,733	17.37%	\$1,903,276	8.60%
Capital Outlay:						
Depart Equipment	\$2,117,205	1.54%	\$2,702,718	1.95%	585,513	27.65%
Library Acquisitions	2,727,224	1.98%	2,727,224	1.97%	0	0.00%
Total Cap Outlay	\$4,844,429	3.51%	\$5,429,942	3.92%	\$585,513	12.09%
36 Tot Bdgt by Exp Class	\$137,909,000	100.00%	\$138,373,800	100.00%	\$464,800	0.34%
Expenses from One-Time Funds	\$1,900,300				(\$1,900,300)	
38 Activity Total	\$139,809,300		\$138,373,800		(\$1,435,500)	-1.03%
39 TOTAL FTE POSITIONS	1,318.36		1,292.61		(25.75)	-1.95%

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**CONSENT AGENDA
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**IDAHO STATE UNIVERSITY
FY2010 BUDGET OVERVIEW**

As Idaho State University enters FY2010, the economic downturn has necessitated that the University respond to a budget shortfall from last year's State appropriation. This reduction followed a FY2009 budget holdback, which presented some financial challenges to the University.

The methodology employed to respond to this budget reduction is reflective of the openness and collaborative attributes of the university culture. Each directly affected constituency, such as students, faculty, and staff, was involved in the process and responded well to this challenge. The reduction was generally distributed evenly throughout the University. Certain central campus services, such as property and liability insurance and external audit fees, are pre-established so that they do not allow for cost reductions. Decisions were delegated downward to department chairs and directors to assess the budget reduction for their specific area and make recommendations to their Deans and administrators, as organizationally applicable. A detailed review, with a recommendation to the President, then occurred with participation of senior management as well as representatives from Faculty Senate, ASISU, and Staff Council. Planning for the budget reductions included a 6.5% increase in student fees.

The FY10 resulting operating budget (\$109,482,100) represents a decrease of 3.34% from the FY09 operating budget. No CEC increase was budgeted except for faculty promotions in rank. Funding was added to accommodate the occupancy costs and utility inflation. Additionally, because of the uncertainty of on-going funding from the State, approximately \$3,000,000 has been earmarked for one-time expenditures (if funding allows) in capital replacement and deferred maintenance projects.

Personnel costs have been reduced significantly. Many of the positions deleted were vacant (restricted hiring in FY09), which minimized the actual layoffs. Current and planned hiring is very selective. Since the personnel budget reduction was primarily from vacant positions, further budget reductions could result in a significant number of unemployed faculty and staff and further impact our ability to provide services.

Our desire has been to maintain existing programs while assessing the financial value of specific classes, for example, a number of summer classes with small enrollment were cancelled. Class capacity has been increased where feasible.

Idaho State University has included the American Reinvestment and Recovery Act funding in its overall General Education budget supporting the instruction, research, academic support, student services, institutional support and physical plant needs of the university. Specific charges will be identified for reimbursement out of ARRA funding and will be tracked for reporting purposes during the course of the fiscal year.

The FY10 financial budget presents a challenge; faculty and staff remain dedicated to providing the highest quality education and services to our valued students and other constituents.

IDAHO STATE UNIVERSITY

Budget Distribution by Activity and Expense Class

July 1, 2009 - June 30, 2010

	FY2009 Original Budget		FY2010 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
1 By Function/ Exp Class						
3 By Function:						
4 Instruction	\$59,415,551	53.53%	\$55,700,496	52.08%	(\$3,715,055)	-6.25%
5 Research	3,015,928	2.72%	2,714,307	2.54%	(301,621)	-10.00%
6 Public Service	0	0.00%	0	0.00%	0	0.00%
7 Library	5,186,926	4.67%	4,805,151	4.49%	(381,775)	-7.36%
8 Student Services	6,618,099	5.96%	5,788,947	5.41%	(829,152)	-12.53%
9 Physical Plant	13,794,504	12.43%	16,017,455	14.98%	2,222,951	16.11%
10 Institutional Support	11,018,110	9.93%	10,827,757	10.12%	(190,353)	-1.73%
11 Academic Support	8,854,082	7.98%	8,184,349	7.65%	(669,733)	-7.56%
12 Athletics	3,089,100	2.78%	2,909,400	2.72%	(179,700)	-5.82%
13 Total Bdgt by Function	\$110,992,300	100.00%	\$106,947,863	100.00%	(\$4,044,437)	-3.64%
14 By Expense Class:						
15 Personnel Costs:						
16 Salaries:						
17 Faculty	\$34,801,902	31.36%	\$32,317,751	30.22%	(\$2,484,151)	-7.14%
18 Executive/Admin	3,837,433	3.46%	3,935,051	3.68%	97,618	2.54%
19 Managerial/Prof	11,061,843	9.97%	11,134,001	10.41%	72,158	0.65%
20 Classified	12,359,159	11.14%	11,550,630	10.80%	(808,529)	-6.54%
21 Grad Assist	1,688,036	1.52%	1,455,318	1.36%	(232,718)	-13.79%
22 Irregular Help	2,640,536	2.38%	2,012,037	1.88%	(628,499)	-23.80%
23 Total Salaries	\$66,388,909	59.81%	\$62,404,788	58.35%	(\$3,984,121)	-6.00%
24 Personnel Benefits	23,253,646	20.95%	21,727,515	20.32%	(1,526,131)	-6.56%
25 Total Pers Costs	\$89,642,555	80.76%	\$84,132,303	78.67%	(\$5,510,252)	-6.15%
26 Operating Expense:						
27 Travel	\$1,079,965	0.97%	\$716,436	0.67%	(363,529)	-33.66%
28 Utilities	3,817,519	3.44%	4,421,519	4.13%	604,000	15.82%
29 Insurance	681,389	0.61%	757,989	0.71%	76,600	11.24%
30 Other Oper. Exp	12,632,120	11.38%	12,593,522	11.78%	(38,598)	-0.31%
31 Total Oper. Exp	\$18,210,993	16.41%	\$18,489,466	17.29%	\$278,473	1.53%
32 Capital Outlay:						
33 Depart Equipment	\$710,988	0.64%	\$2,049,065	1.92%	1,338,077	188.20%
34 Library Acquisitions	2,427,764	2.19%	2,277,029	2.13%	(150,735)	-6.21%
35 Total Cap Outlay	\$3,138,752	2.83%	\$4,326,094	4.05%	\$1,187,342	37.83%
36 Tot Bdgt by Exp Class	\$110,992,300	100.00%	\$106,947,863	100.00%	(\$4,044,437)	-3.64%
37 Expenses from One-Time Funds	\$2,267,000		\$2,534,237		267,237	
38 Activity Total	\$113,259,300		\$109,482,100		(\$3,777,200)	-3.34%
39 TOTAL FTE POSITIONS	1,117.69		1,074.21		(43.48)	-3.89%

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**UNIVERSITY OF IDAHO
FY2010 BUDGET OVERVIEW**

The FY2010 General Education operating budget totals \$150,053,900, which includes Federal Stimulus (ARRA) funding of \$4,790,200 for operating and \$530,400 for CAES as well as a one-time General Fund “ear-marked” allocation of \$10,000,000 specifically for the University of Idaho Research Dairy. Note that the University of Idaho has included the ARRA funding in its overall General Education budget supporting the instruction, research, academic support, student services, institutional support and physical plant needs of the university. Specific charges will be identified for reimbursement out of ARRA funding and will be tracked for reporting purposes during the course of the fiscal year. Overall, the total operating allocation for FY 2010 is \$10.5M lower than FY 2009 when excluding the Research Dairy funding.

A continued focus on internal resource reallocation has allowed the University to continue its work toward utilizing resources in more productive and efficient ways in support of the university strategic plan. Commensurate with that action, budget planning formally commenced in late fall, 2008 with each area developing additional plans to meet an anticipated state funding reduction while at the same time continuing to utilize remaining resources to support our academic and administrative operations. As a result of those exercises, actions were identified to meet the 7% state funding reduction while at the same time we were able to stay focused on our core competencies and revenue generation systems. Executive leadership met throughout the entire year to stay focused on actions and movement in line with our strategic plan and met regularly and more frequently during the spring semester to incorporate the reduction strategy with the strategic plan accomplishment strategy and ultimately finalized the FY2010 budget plan.

The Associated Students of the University of Idaho leadership assisted with an integral component of the FY 2010 operating budget by providing solid support of a fee increase proposal. The Board approved a student fee increase of 6.5% (2% lower than the ASUI student leadership recommended and endorsed) or \$150 per semester with \$113.40 of this increase going to the matriculation fee. This increase in the matriculation fee along with a projected slight enrollment increase will result in an increase in student fee funding for the FY2010 general education budget. Other fee increases include a \$15 increase to the facility fee in support of the ASUI Kibbie Dome life safety project, a \$19.80 increase to the student activity fees and a \$1.80 increase to the student computing and network access fee.

We requested and the Board approved an additional professional fee increase for the UI College of Law and the College of Art and Architecture. The Board also approved a new professional fee for the M.S. in Bioregional Planning and Community Design. Those fees, which are all necessary and part of a multi-year plan, will enable those colleges to sustain quality programs and services at a level that ensures continued accreditation and student development.

UNIVERSITY OF IDAHO

Budget Distribution by Activity and Expense Class

July 1, 2009 - June 30, 2010

	FY2009 Original Budget		FY2010 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
1 By Function/ Exp Class						
2 By Function:						
4 Instruction	\$66,949,038	45.55%	\$64,969,396	43.30%	(\$1,979,642)	-2.96%
5 Research	6,791,628	4.62%	6,520,820	4.35%	(270,808)	-3.99%
6 Public Service	3,500	0.00%	642	0.00%	(2,858)	-81.66%
7 Library	8,060,102	5.48%	7,784,880	5.19%	(275,222)	-3.41%
8 Student Services	10,167,474	6.92%	10,147,801	6.76%	(19,673)	-0.19%
9 Physical Plant	24,775,236	16.86%	32,099,819	21.39%	7,324,583	29.56%
10 Institutional Support	16,754,800	11.40%	17,405,662	11.60%	650,862	3.88%
11 Academic Support	10,471,929	7.13%	7,988,549	5.32%	(2,483,380)	-23.71%
12 Athletics	2,994,993	2.04%	3,136,331	2.09%	141,338	4.72%
13 Total Bdgt by Function	\$146,968,700	100.00%	\$150,053,900	100.00%	\$3,085,200	2.10%
14 By Expense Class:						
15 Personnel Costs:						
16 Salaries:						
17 Faculty	\$41,620,723	29.01%	\$40,128,004	28.76%	(\$1,492,719)	-3.59%
18 Executive/Admin	5,687,920	3.96%	5,321,536	3.81%	(366,384)	-6.44%
19 Managerial/Prof	12,074,732	8.42%	11,730,367	8.41%	(344,365)	-2.85%
20 Classified	16,316,333	11.37%	15,686,448	11.24%	(629,885)	-3.86%
21 Grad Assist	3,652,298	2.55%	3,825,298	2.74%	173,000	4.74%
22 Irregular Help	1,174,502	0.82%	1,100,244	0.79%	(74,258)	-6.32%
23 Total Salaries	\$80,526,508	56.13%	\$77,791,897	55.76%	(\$2,734,611)	-3.40%
24 Personnel Benefits	27,830,391	19.40%	27,399,399	19.64%	(430,992)	-1.55%
25 Total Pers Costs	\$108,356,899	75.53%	\$105,191,296	75.39%	(\$3,165,603)	-2.92%
26 Operating Expense:						
27 Travel	\$673,588	0.47%	\$516,989	0.37%	(156,599)	-23.25%
28 Utilities	5,765,294	4.02%	5,950,775	4.27%	185,481	3.22%
29 Insurance	1,514,500	1.06%	1,503,600	1.08%	(10,900)	-0.72%
30 Other Oper. Exp	21,953,681	15.30%	21,496,778	15.41%	(456,903)	-2.08%
31 Total Oper. Exp	\$29,907,063	20.85%	\$29,468,142	21.12%	(\$438,921)	-1.47%
32 Capital Outlay:						
33 Depart Equipment	\$1,294,239	0.90%	\$954,108	0.68%	(340,131)	-26.28%
34 Library Acquisitions	3,912,399	2.73%	3,909,954	2.80%	(2,445)	-0.06%
35 Total Cap Outlay	\$5,206,638	3.63%	\$4,864,062	3.49%	(\$342,576)	-6.58%
36 Tot Bdgt by Exp Class	\$143,470,600	100.00%	\$139,523,500	100.00%	(\$3,947,100)	-2.75%
37 Expenses from One-Time Funds	\$3,498,100		\$10,530,400		\$7,032,300	
38 Activity Total	\$146,968,700		\$150,053,900		\$3,085,200	2.10%
39 TOTAL FTE POSITIONS	1,230.95		1,187.24		(43.71)	-3.55%

**CONSENT AGENDA
JUNE 18, 2009**

**LEWIS-CLARK STATE COLLEGE
FY2010 BUDGET OVERVIEW**

The FY2010 General Education budget for Lewis-Clark State College (LCSC) reflects a 2.36% reduction from the institution's FY2009 original budget (a reduction of \$587,300). This compares to the prior year's increase of over 9% for FY2009 compared to FY2008, driven primarily by an expansion of Nursing and Health Science programs at the College during that period. The effective decline in continuing General Education funding for LCSC in FY2010 is actually steeper than the \$587,300 decrease shown above, due to the masking effects of one-time stimulus dollars (\$837,300 for FY10) and the increased operating costs associated with the College's new Nursing/Health Sciences building, which comes on line at the beginning of FY2010, but without occupancy cost (over \$480,000) funding from the State.

The FY2010 General Education Budget, which includes an FTE reduction of 7.42 positions (a 2.4% personnel reduction) down to 300.81 total FTE, reflects the College's plans for sustaining essential operations during the current state/national economic crisis. As of the time of writing, LCSC is anticipating a robust increase in student enrollment for the 2009-2010 academic year, which corresponds to the FY2010 budget year. The College will "do more with less" until funding for operations is restored in the out years.

Looking ahead beyond FY2010, there will be a pressing need for LCSC to restore funding to Personnel, Operating Expense, and Capital Outlay accounts to keep pace with the continuing growth of the student population, sustain campus infrastructure, and begin the process of closing the significant gap between salaries of LCSC employees and their counterparts at peer institutions, throughout the ranks of the College. FY2010 also represents the third straight year without inflationary funding from the Legislature, and, as was the case with most State agencies, LCSC's capital projects and alteration & repair budget for FY2010 is threadbare.

Despite having to reconfigure operations to sustain core missions in a time of economic stress over the short-term, LCSC believes that its FY2010 General Education budget of \$25,152,400 will, with prudent and aggressive management, enable the College to deliver effectively and efficiently the instructional programs in the primary mission areas assigned by the State Board and preserve access to high quality educational services.

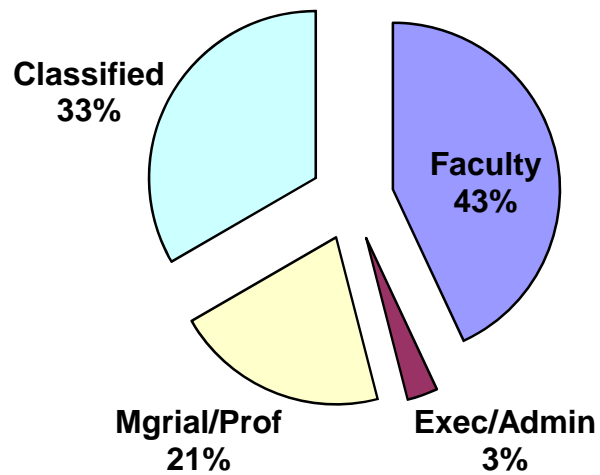
LEWIS-CLARK STATE COLLEGE

Budget Distribution by Activity and Expense Class

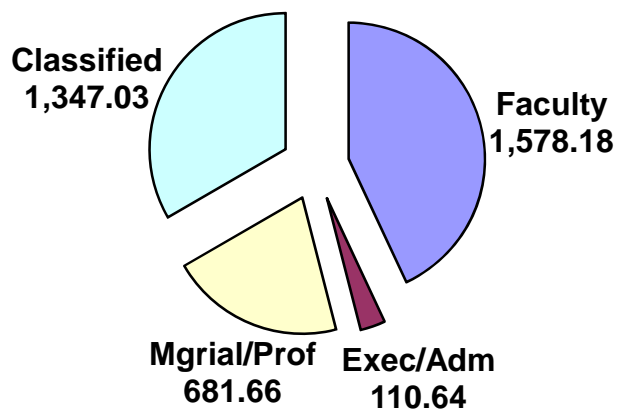
July 1, 2009 - June 30, 2010

	FY2009 Original Budget		FY2010 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
By Function:						
1 Instruction	\$12,105,548	48.61%	\$12,093,453	49.74%	(\$12,095)	-0.10%
2 Research	149,561	0.60%	0	0.00%	(149,561)	-100.00%
3 Public Service	97,711	0.39%	76,913	0.32%	(20,798)	-21.29%
4 Library	1,025,703	4.12%	1,038,512	4.27%	12,809	1.25%
5 Student Services	1,970,712	7.91%	1,689,119	6.95%	(281,593)	-14.29%
6 Physical Plant	2,828,958	11.36%	2,762,559	11.36%	(66,399)	-2.35%
7 Institutional Support	3,787,783	15.21%	4,001,675	16.46%	213,892	5.65%
8 Academic Support	1,969,972	7.91%	1,841,689	7.57%	(128,283)	-6.51%
9 Athletics	966,452	3.88%	811,180	3.34%	(155,272)	-16.07%
13 Total Bdgt by Function	\$24,902,400	100.00%	\$24,315,100	100.00%	(\$587,300)	-2.36%
By Expense Class:						
14 Personnel Costs:						
15 Salaries:						
16 Faculty	\$7,204,236	28.93%	\$7,336,378	30.17%	\$132,142	1.83%
17 Executive/Admin	1,187,649	4.77%	1,180,146	4.85%	(7,503)	-0.63%
18 Managerial/Prof	3,112,224	12.50%	2,793,594	11.49%	(318,630)	-10.24%
19 Classified	2,502,567	10.05%	2,406,542	9.90%	(96,025)	-3.84%
20 Grad Assist	0	0.00%	0	0.00%	0	0.00%
21 Irregular Help	408,000	1.64%	435,250	1.79%	27,250	6.68%
22 Total Salaries	\$14,414,676	57.88%	\$14,151,910	58.20%	(\$262,766)	-1.82%
23 Personnel Benefits	5,669,985	22.77%	5,413,340	22.26%	(256,645)	-4.53%
24 Total Pers Costs	\$20,084,661	80.65%	\$19,565,250	80.47%	(\$519,411)	-2.59%
25 Operating Expense:						
26 Travel	\$0	0.00%	\$0	0.00%	0	0.00%
27 Utilities	888,000	3.57%	888,000	3.65%	0	0.00%
28 Insurance	147,700	0.59%	147,700	0.61%	0	0.00%
29 Other Oper. Exp	3,392,239	13.62%	3,300,450	13.57%	(91,789)	-2.71%
30 Total Oper. Exp	\$4,427,939	17.78%	\$4,336,150	17.83%	(\$91,789)	-2.07%
31 Capital Outlay:						
32 Depart Equipment	\$101,000	0.41%	\$90,700	0.37%	(10,300)	-10.20%
33 Library Acquisitions	288,800	1.16%	323,000	1.33%	34,200	11.84%
34 Total Cap Outlay	\$389,800	1.57%	\$413,700	1.70%	\$23,900	6.13%
36 Tot Bdgt by Exp Class	\$24,902,400	100.00%	\$24,315,100	100.00%	(\$587,300)	-2.36%
37 Expenses from One-Time Funds	\$951,200		\$837,300		(113,900)	
38 Activity Total	\$25,853,600		\$25,152,400		(\$701,200)	-2.71%
39 TOTAL FTE POSITIONS	308.23		300.81		(7.42)	-2.41%

**College & Universities
FY10 Budgeted Positions by Type - % of Total**



**College & Universities
FY10 Budgeted Positions by Type - FTP**



COLLEGE & UNIVERSITIES
Operating Budget Personnel Costs Summary
July 1, 2009 - June 30, 2010

		FY2009 Operating Budget				FY2010 Operating Budget			
Classification		FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
BOISE STATE UNIVERSITY									
1	Faculty	568.54	\$44,627,389	\$14,447,345	\$59,074,734	567.46	\$43,293,364	\$14,063,903	\$57,357,267
2	Executive/Administrative	34.12	4,395,192	1,224,230	5,619,422	32.72	4,486,260	1,163,134	5,649,394
3	Managerial/Professional	319.13	17,111,971	6,369,945	23,481,916	339.84	18,520,420	6,842,742	25,363,162
4	Classified	396.57	11,668,223	6,017,168	17,685,391	352.59	10,401,940	5,211,175	15,613,115
5	Irregular Help		1,826,753	274,013	2,100,766		2,011,877	234,399	2,246,276
6	Graduate Assistants		2,861,428	114,457	2,975,885		2,604,436	80,475	2,684,911
7	TOTAL	1,318.36	\$82,490,956	\$28,447,158	\$110,938,114	1,292.61	\$81,318,297	\$27,595,828	\$108,914,125
8	Number of New Positions					(25.75)			
9									
10									
IDAHO STATE UNIVERSITY									
12	Faculty	457.21	\$34,801,902	\$ 11,277,302	\$46,079,204	437.65	\$32,317,751	\$ 10,385,815	\$42,703,567
13	Executive/Administrative	29.44	3,837,433	1,054,538	4,891,971	29.04	3,935,051	1,053,981	4,989,032
14	Managerial/Professional	206.02	11,061,843	4,143,475	15,205,318	203.65	11,134,001	4,045,095	15,179,096
15	Classified	425.02	12,359,159	6,516,507	18,875,666	403.87	11,550,630	5,970,190	17,520,820
16	Irregular Help		2,640,536	253,890	2,894,426		2,012,037	267,019	2,279,056
17	Graduate Assistants		1,688,036	7,934	1,695,970		1,455,318	5,414	1,460,732
18	TOTAL	1,117.69	\$66,388,909	\$23,253,646	\$89,642,555	1,074.21	\$62,404,788	\$21,727,515	\$84,132,303
19	Number of New Positions					(43.48)			
20									
21									
UNIVERSITY OF IDAHO									
23	Faculty	537.73	\$41,620,723	\$14,007,842	\$55,628,565	519.28	\$40,128,004	\$13,809,777	\$53,937,781
24	Executive/Administrative	39.94	5,687,920	1,618,369	7,306,289	38.05	5,321,536	1,503,019	6,824,555
25	Managerial/Professional	191.26	12,074,732	4,281,172	16,355,904	187.59	11,730,367	4,408,636	16,139,003
26	Classified	462.02	16,316,333	7,652,395	23,968,728	442.32	15,686,448	7,419,665	23,106,113
27	Irregular Help	0.00	1,174,502	234,090	1,408,592	0.00	1,100,244	220,049	1,320,293
28	Graduate Assistants	0.00	3,652,298	36,523	3,688,821	0.00	3,825,298	38,253	3,863,551
29	TOTAL	1,230.95	\$80,526,508	\$27,830,391	\$108,356,899	1,187.24	\$77,791,897	\$27,399,399	\$105,191,296
30	Number of New Positions					(43.71)			
31									
32									
LEWIS CLARK STATE COLLEGE									
34	Faculty	133.82	\$7,204,236	\$2,607,418	\$9,811,654	134.72	\$7,336,378	\$2,605,783	\$9,942,161
35	Executive/Administrative	13.90	1,187,649	371,761	1,559,410	13.90	1,180,146	358,904	1,539,050
36	Managerial/Professional	69.97	3,112,224	1,290,102	4,402,326	65.13	2,793,594	1,133,370	3,926,964
37	Classified	90.54	2,502,567	1,363,250	3,865,817	87.06	2,406,542	1,275,326	3,681,868
38	Irregular Help	0.00	408,000	37,454	445,454	0.00	435,250	39,957	475,207
39	Graduate Assistants	0.00	0	0	0	0.00	0	0	0
40	TOTAL	308.23	\$14,414,676	\$5,669,985	\$20,084,661	300.81	\$14,151,910	\$5,413,340	\$19,565,250
41	Number of New Positions					(7.42)			
42									
43									
TOTAL COLLEGE & UNIVERSITIES									
45	Faculty	1,697.30	\$128,254,250	\$42,339,907	\$170,594,157	1,659.11	\$123,075,497	\$40,865,278	\$163,940,776
46	Exec/Admin	117.40	15,108,194	4,268,898	19,377,092	113.71	14,922,993	4,079,038	19,002,031
47	Mgrial/Prof	786.38	43,360,770	16,084,694	59,445,464	796.21	44,178,382	16,429,843	60,608,225
48	Classified	1,374.15	42,846,282	21,549,320	64,395,602	1,285.84	40,045,560	19,876,356	59,921,916
49	Irregular Help	0.00	6,049,791	799,447	6,849,238	0.00	5,559,408	761,424	6,320,832
50	Graduate Assistants	0.00	8,201,762	158,914	8,360,676	0.00	7,885,052	124,142	8,009,194
51	TOTAL	3,975.23	\$243,821,049	\$85,201,180	\$329,022,229	3,854.87	\$235,666,892	\$82,136,082	\$317,802,974
52	Number of New Positions					(120.36)			

BOISE STATE UNIVERSITY

Detail of Personnel Changes

July 1, 2008 - June 30, 2009

FUNDING SOURCE						
1	Department	Description	Amount	CEC	EWA	Other Allocations Base Reallocation
2						
3	Faculty					
4	Instruction					
5	Arts and Sciences		-170,552			-331,985 161,433
6	Social Sciences and Public Affairs		195,594			95,672 99,922
7	Business & Economics		-18,235			-72,809 54,574
8	Education		-15,222			-24,744 9,522
9	Engineering		-11,656			-31,819 20,163
10	Health Sciences		17,522			-18,700 36,222
11	General Education		0			0 0
12	Public Service		0			0 0
13	Library		20,397			46,010 -25,613
14	Student Services		0			0 0
15	Institutional Support		0			0 0
16	Academic Support		55,016			55,016 0
17	Subtotal Faculty		72,864	0	0	-283,359 356,223
18						
19	Executive/Administrative					
20	Instruction		22,931			22,931 0
21	Research		5,949			0 5,949
22	Library		0			0 0
23	Student Services		-1,019			0 -1,019
24	Operation & Maint of Plant		0			0 0
25	Institutional Support		-49,485			-85,220 35,735
26	Academic Support		-41,720			-41,720 0
27	Auxiliary Enterprises	Athletics	-110,030			-110,030 0
28	Subtotal Executive/Administrative		-173,374	0	0	-151,750 40,665
29						
30	Managerial /Professional					
31	Instruction					
32	Arts & Sciences		41,430			39,000 2,430
33	Social Sciences and Public Affairs		-109,305			-109,305 0
34	Business & Economics		-143,922			-140,677 -3,245
35	Education		51,543			46,010 5,533
36	Engineering		-28,464			-41,613 13,149
37	Health Sciences		7,850			7,850 0
38	General Studies		-30,888			-30,888 0
39	Extended Studies		-29,270			-29,270 0
40	Research		40,008			33,786 6,222
41	Public Service		194,102			203,014 -8,912
42	Library		30,992			30,992 0
43	Student Services		134,534			125,287 9,247
44	Operation & Maint of Plant		-13,828			-40,711 26,883

BOISE STATE UNIVERSITY

Detail of Personnel Changes

July 1, 2008 - June 30, 2009

FUNDING SOURCE

1	Department	Description	Amount	CEC	EWA	Other Allocations	Base Reallocation
45	Institutional Support		299,252			276,543	22,709
46	Academic Support		-166,496			-144,634	-21,862
47	Auxiliary Enterprises	Athletics	-104,677			-87,918	-16,759
48	Subtotal Managerial/Professional		172,861	0	0	-258,893	35,395
50	Total Exempt		72,351	0	0	-694,002	432,283
51							
52	Classified						
53	Instruction						
54	Arts and Sciences		-74,005			-77,218	3,213
55	Social Sciences and Public Affairs		-6,985			0	-6,985
56	Business & Economics		-151			1,681	-1,832
57	Education		6,442			5,990	452
58	Engineering		-5,637			-3,786	-1,851
59	Health Sciences		-22,616			-32,621	10,005
60	General Studies		0			0	0
61	Extended Studies		-22,000			-22,000	0
62	Research		-19,170			-19,170	0
63	Public Service		4,964			4,964	0
64	Library		-119,361			-136,641	17,280
65	Student Services		-177,721			-174,242	-3,479
66	Operation & Maint of Plant		-434,541			-438,843	4,302
67	Institutional Support		-282,577			-250,274	-32,303
68	Academic Support		-143,913			-151,952	8,039
69			5,320			5,320	0
70	Subtotal Classified		-1,291,951	0	0	-1,294,112	-3,159
71							
72	Total Increases/(Decreases)		-1,219,600	0	0	-1,988,114	429,124
73	SUMMARY:						
74	Faculty		72,864	0		-283,359	356,223
75	Executive/Administrative		-173,374	0		-214,039	40,665
76	Managerial/Professional		172,861	0		137,466	35,395
77	Classified		-1,291,951	0		-1,288,792	-3,159
78	Total		-1,219,600	0	0	-1,648,724	429,124

IDAHO STATE UNIVERSITY
Detail of Personnel Changes
July 1, 2009 - June 30, 2010

				FUNDING SOURCE		
Department	Description	FTE	Amount	MCO	Other Allocations	Base Reallocation
<u>Faculty</u>						
1 Art	Assistant Professor	(1.00)	(44,013)			(44,013)
2 Arts & Sciences	Professor	0.15	1,725			1,725
3 Biology	Assistant Professor	(1.00)	(43,576)			(43,576)
4 Biology	Associate Professor	(0.50)	(33,051)			(33,051)
5 Chemistry	Assistant Professor	(1.00)	(61,485)			(61,485)
6 Foreign Language	Associate Professor	(1.00)	(50,981)			(50,981)
7 Physics	Instructor	(1.00)	(41,850)			(41,850)
8 Political Science	Associate Professor	(1.00)	(56,285)			(56,285)
9 Sociology	Associate Professor	(1.00)	(53,747)			(53,747)
10 Indian Studies	Instructor	(1.00)	(34,570)			(34,570)
11 Indian Studies	Assistant Professor	(1.00)	(46,363)			(46,363)
12 Business	Assistant Professor	(1.00)	(55,786)			(55,786)
13 Business	Assistant Professor	(1.00)	(50,835)			(50,835)
14 Business	Professor	(1.00)	(93,621)			(93,621)
15 Computer Info Sys	Assistant Professor	(1.00)	(46,176)			(46,176)
16 Education	Associate Lecturer	1.00	38,002			38,002
17 Education	Assistant Professor	(1.00)	(8,403)			(8,403)
18 Engineering / CAES	Assistant Lecturer	1.00	60,008			60,008
19 Physical Therapy	Clinical Assistant Professor	(0.81)	(44,803)			(44,803)
20 Hlth & Nutrition Science	Clinical Assistant Professor	(1.00)	(38,314)			(38,314)
21 Pharmacy	Assistant Professor	(0.99)	(89,400)			(89,400)
22 Pharmacy	Assistant Professor	(0.99)	(65,951)			(65,951)
23 Center Teach & Learn	Senior Lecturer	1.00	43,659			43,659
24 COT Paramedic	Instructor	(1.00)	(48,589)			(48,589)
25 COT Paramedic	Instructor	(0.85)	(43,015)			(43,015)
26 Misc:		(2.57)	(119,739)			(119,739)
Subtotal Faculty		(19.56)	(1,027,157)	0	0	(1,027,157)
<u>Executive/Administrative</u>						
1 Education	Associate Dean	(0.25)	(19,846)			(19,846)
2 Arts & Sciences	Associate Dean	(0.15)	(1,725)			(1,725)
3 Miscellaneous		0.00	0			0
Subtotal Executive/Administrative		(0.40)	(21,571)	0	0	(21,571)
<u>Managerial/Professional</u>						
1 Business	University Business Officer	0.50	32,500			32,500
2 Pharmacy	University Business Officer	0.50	32,500			32,500
3 Business	MBA Director	1.00	65,000			65,000
4 Education	University Business Officer	1.00	64,977			64,977
5 Education	Technical Support Manager	(1.00)	(40,019)			(40,019)
6 Education	Director	1.00	8,403			8,403
7 Engineering	Engineer/Assist Lecturer	(1.00)	(52,770)			(52,770)
8 Continuing Ed	Director Sawtooth Inst.	(1.00)	(40,310)			(40,310)
9 Continuing Ed	Assistant Director	(0.70)	(33,228)			(33,228)
10 Center Teach & Learn	Director - English 2nd Language	(1.00)	(42,348)			(42,348)
11 Student Services	Assist Directory for Advocacy	(0.77)	(29,200)			(29,200)
12 Early Learning Ctr	Director	(0.91)	(45,856)			(45,856)
13 Student Services	Staff Interpreter	(1.00)	(47,653)			(47,653)
14 Enrollment Planning	Recruitment Info Syst Analyst	1.00	33,218			33,218
15 Enrollment Planning	Recruitment Services Director	(1.00)	(78,811)			(78,811)
16 Veteran Initiative	Veterans Recruiter / Counselor	1.00	36,005			36,005
17 Financial Aid	Assistant Director	(1.00)	(44,762)			(44,762)
18 Custodial	Safety Off/Custodial Coord	(1.00)	(51,459)			(51,459)
19 Finance & Admin	Sr Accountant	(1.00)	(44,886)			(44,886)
20 Finance & Admin	Assistant Controller	1.00	65,000			65,000
21 Alumni Office	Assistant Director	(1.00)	(38,293)			(38,293)
22 Computer Services	Computer Analyst, Senior	1.00	47,341			47,341
23 Computer Services	Computer Analyst	1.00	42,786			42,786

IDAHO STATE UNIVERSITY
Detail of Personnel Changes
July 1, 2009 - June 30, 2010

				FUNDING SOURCE		
Department	Description	FTE	Amount	MCO	Other Allocations	Base Reallocation
24 Computer Services	Computer Analyst	1.00	38,043			38,043
25 Computer Services	Systems Administrator	(0.81)	(43,754)			(43,754)
26 ERP	HR Information Sys Analyst	1.00	46,010			46,010
27 ERP	Finance Information Sys Analyst	1.00	46,010			46,010
28 ERP	ERP Training Specialist	1.00	37,003			37,003
29 ERP	Proj Mngr / Enterprise Resource	1.00	132,954			132,954
30 Athletics	Assistant Coach	(1.00)	(32,989)			(32,989)
31 Athletics	Assistant Coach	(1.00)	(23,920)			(23,920)
32 CAES	Conference & Prog Coord	0.60	31,974			31,974
33 Misc.		(1.78)	(73,405)			(73,405)
Subtotal Managerial/Professional		(2.37)	(3,942)	0	0	(3,942)
<u>Classified</u>						
1 Business	Program Specialist	(1.00)	(44,117)			(44,117)
2 Education	IT Info Systems Tech, SR	(1.00)	(34,507)			(34,507)
3 Education	Administrative Assistant 1	(1.00)	(25,397)			(25,397)
4 Education	Administrative Assistant 1	(1.00)	(26,562)			(26,562)
5 Education	Administrative Assistant 1	(1.00)	(24,128)			(24,128)
6 Engineering	Administrative Assistant 1	1.00	23,379			23,379
7 Nursing	Office Specialist 2	(1.00)	(21,341)			(21,341)
8 Research	Office Specialist 2	0.20	5,624			5,624
9 Library	IT Info Systems Tech	(1.00)	(36,837)			(36,837)
10 Library	Library Assistant 2	(0.75)	(25,631)			(25,631)
11 Library	Library Assistant 2	(1.00)	(31,782)			(31,782)
12 Library	Financial Technician	(0.50)	(11,690)			(11,690)
13 Enrollment Planning	IT Programmer Analyst, Assoc	(1.00)	(33,218)			(33,218)
14 Student Advising	Administrative Assistant 1	(1.00)	(26,354)			(26,354)
15 International Program	Administrative Assistant 1	1.00	23,379			23,379
16 Registration	Undergraduate Admissions Sup.	(1.00)	(30,805)			(30,805)
17 Registration	Technical Records Specialist 1	(1.00)	(23,379)			(23,379)
18 Maintenance	Landscape Technician Sr	0.50	10,161			10,161
19 Maintenance	Custodian	(1.00)	(17,888)			(17,888)
20 Campus Upkeep	Landscape Technician	(1.00)	(19,614)			(19,614)
21 Computer Services	IT Systems Analyst	(1.00)	(47,341)			(47,341)
22 Computer Services	IT Programmer Analyst	(1.00)	(42,786)			(42,786)
23 Computer Services	IT Programmer Analyst	(1.00)	(38,043)			(38,043)
24 Computer Services	IT Info Systems Techn	(0.95)	(29,226)			(29,226)
25 Computer Services	IT Programmer Analyst	(1.00)	(34,237)			(34,237)
26 ERP	Training Specialist	(1.00)	(40,560)			(40,560)
27 Misc:		(2.65)	(69,008)			(69,008)
Subtotal Classified		(21.15)	(671,905)	0	0	(671,905)
Total Increases		(43.48)	(1,724,575)	0	0	(1,724,575)
SUMMARY:						
Faculty		(19.56)	(1,027,157)			
Executive/Administrative		(0.40)	(21,571)			
Managerial/Professional		(2.37)	(3,942)			
Classified		(21.15)	(671,905)			
		(43.48)	(1,724,575)			

UNIVERSITY OF IDAHO
Detail of Personnel Changes
July 1, 2009 through June 30, 2010

Department	Description	FTE	Amount	MCO	Funding Source	
					Other	Base
					Allocations	Reallocation
Faculty:						
1 College of Letters, Arts and Social Sciences	Academic Faculty	(4.27)	(265,031)			(265,031)
2 College of Agricultural and Life Sciences	Academic Faculty	(2.30)	(119,435)			(119,435)
3 College of Business	Academic Faculty	0.73	74,753			74,753
4 College of Education	Academic Faculty	(1.93)	(123,826)			(123,826)
5 College of Engineering	Academic Faculty	(2.92)	(167,548)			(167,548)
6 College of Natural Resources	Academic Faculty	(1.43)	(183,834)			(183,834)
7 College of Science	Academic Faculty	(3.81)	(265,723)			(265,723)
8 College of Art and Architecture	Academic Faculty	(2.00)	(166,982)			(166,982)
9 University Research	Academic Faculty	(0.16)	(62,018)			(62,018)
10 Library	Academic Faculty	(1.00)	(33,301)			(33,301)
11 Outreach - Idaho Falls	Academic Faculty	(0.17)	(15,294)			(15,294)
12 Outreach - Northern Idaho	Academic Faculty	1.00	118,810			118,810
13 Student Affairs	Academic Faculty	(0.25)	(19,375)			(19,375)
14 Miscellaneous Changes	Academic Faculty	0.06				-
	Subtotal - Faculty:	(18.45)	(1,228,804)	-	-	(1,228,804)
Executive/Administrative:						
1 College of Agricultural and Life Sciences	Dean	(0.20)	(34,991)			(34,991)
2 College of Business	Dean	(0.79)	(134,898)			(134,898)
3 College of Engineering	Dean	0.08	-			-
4 College of Engineering	Associate Dean	(0.50)	(61,900)			(61,900)
5 College of Law	Associate Dean	1.00	90,002			90,002
6 College of Science	Dean	(0.46)	(78,348)			(78,348)
7 Outreach - Northern Idaho	Dean	(1.00)	(118,810)			(118,810)
8 Enrollment Management	AVP Enrollment Management	(0.04)	5			5
9 Strategic Budget/Controller	Executive Director	1.00	120,216			120,216
10 Athletics	Athletics Director	(0.88)	(148,408)			(148,408)
11 Miscellaneous Changes		(0.10)				
	Subtotal - Executive/Administrative:	(1.89)	(367,132)	-	-	(367,132)
Managerial/Professional:						
1 College of Letters, Arts and Social Sciences	Program Coordinator	(0.17)	(7,165)			(7,165)
2 College of Letters, Arts and Social Sciences	Director, Martin Institute	0.09	7,165			7,165
3 College of Letters, Arts and Social Sciences	Director, Development	(0.28)	(7,763)			(7,763)
4 College of Agricultural and Life Sciences	Research Associate	(0.16)	(5,777)			(5,777)
5 College of Agricultural and Life Sciences	Broadcast System Manager	(0.09)	(5,209)			(5,209)
6 College of Business	PGM Internship Coordinator	(1.00)	(41,018)			(41,018)
7 College of Business	Constituent Development Coord.	(0.50)	(21,684)			(21,684)
8 College of Business	Web Coordinator	0.17	6,671			6,671
9 College of Engineering	Assistant Dean	(1.00)	(114,233)			(114,233)
10 College of Engineering	Public Information Officer	(1.00)	(46,010)			(46,010)
11 College of Engineering	Director, Development	(1.00)	(60,008)			(60,008)
12 College of Engineering	Senior Director, Constituent Dev.	0.50	41,205			41,205
13 College of Engineering	Machine Shop Manager	1.00	57,845			57,845
14 College of Natural Resources	Director, Admin Services and Fiscal	(0.25)	4			4
15 College of Natural Resources	Director, Admin Services/Asst.	(0.07)	(8,271)			(8,271)
16 College of Law	Web Coordinator	0.16	6,668			6,668
17 College of Science	Analytical Instruments Specialist	(0.73)	(42,350)			(42,350)
18 College of Science	Assistant Dir, College Recruiting	1.00	38,813			38,813
19 College of Science	Fiscal Operations Manager	1.00	60,382			60,382
20 College of Art and Architecture	Web Coordinator	0.25	10,130			10,130
21 College of Graduate Studies	Assoc Director, Admission	(0.03)	(2)			(2)
22 University Research	Cost Accountant	(0.08)	(3,879)			(3,879)
23 Provost	Native American Tribal Liason	0.60	38,115			38,115
24 Outreach - Northern Idaho	Financial and Admin Services	0.11	10,045			10,045
25 Outreach - Northern Idaho	Program Director	(0.29)	(20,623)			(20,623)

UNIVERSITY OF IDAHO
Detail of Personnel Changes
July 1, 2009 through June 30, 2010

Department	Description	FTE	Amount	MCO	Funding Source	
					Other	Base
					Allocations	Reallocation
26 Academic Affairs	Director, Student Support Services	(0.08)	(13,499)			(13,499)
27 Academic Affairs	Learning Disabilities	(0.06)	14			14
28 Academic Affairs	Program Manager	(0.12)	(6,459)			(6,459)
29 Academic Affairs	Program Coordinator	(0.08)	(3,749)			(3,749)
30 Academic Affairs	Manager, Student Advising	0.18	1,646			1,646
31 Academic Affairs	Manager, Employer Relations	0.69	31,134			31,134
32 Enrollment Management	Associate Registrar	(1.00)	(57,928)			(57,928)
33 Enrollment Management	Asst Director, New Student Services	(1.00)	(39,520)			(39,520)
34 Enrollment Management	Director, Native American	0.09	5,161			5,161
35 Enrollment Management	Financial Aid Advisor	1.09	48,166			48,166
36 Student Affairs	Director, Multicultural Affairs	(0.19)	(11,502)			(11,502)
37 Student Affairs	Program Manager	0.37	18,569			18,569
38 Strategic Budget/Controller	Director, Payroll and Benefits	(0.50)	(42,330)			(42,330)
39 Strategic Budget/Controller	Associate Budget Director	(1.00)	(64,278)			(64,278)
40 Human Resources	Executive Director, Human Resources	0.74	77,478			77,478
41 Human Resources	Director, HR Development	0.01	997			997
42 Human Resources	HRIS/Employee Records	(1.00)	(54,642)			(54,642)
43 Business Systems and Accounting Services	Enterprise Developer	1.32	72,156			72,156
44 Business Systems and Accounting Services	Admin Systems Architect	(0.09)	-			-
45 Business Systems and Accounting Services	Accounts Receivable Manager	0.49	30,624			30,624
46 Technology	Server Systems Manager	(0.09)	(1)			(1)
47 Technology	CTI Coordinator	(0.23)	(14,984)			(14,984)
48 Technology	Management Systems Analyst	(0.41)	(17,768)			(17,768)
49 Technology	Security Analyst	(1.00)	(66,685)			(66,685)
50 Administrative Operations	Senior Director, Admin Ops	(1.00)	(83,720)			(83,720)
51 Administrative Operations	E-Commerce Manager	(0.46)	(30,622)			(30,622)
52 Internal Audit	Staff Internal Auditor	(0.20)	(8,131)			(8,131)
53 General Counsel	Senior Associate General Counsel	0.12	16,666			16,666
54 Advancement	Senior Director of Marketing	(0.03)	2			2
55 Advancement	Director, Advancement Info Sys	(0.50)	(32,822)			(32,822)
56 Advancement	Director, Prospect Research	(1.00)	(60,008)			(60,008)
57 Advancement	Program Coordinator	2.00	83,242			83,242
58 Athletics	Assistant Womens Basketball Coach	1.00	25,002			25,002
59 Miscellaneous Changes		0.04	-			-
Subtotal - Managerial/Professional:		(3.67)	(304,740)	-	-	(304,740)
Classified:						
1 College of Letters, Arts and Social Sciences	Administrative Assistant	(0.18)	(2,331)			(2,331)
2 College of Letters, Arts and Social Sciences	Advising Specialist	(0.21)	(8,426)			(8,426)
3 College of Agricultural and Life Sciences	Computer Support Assistant	(0.01)	2			2
4 College of Agricultural and Life Sciences	Administrative Assistant	(0.50)	(15,943)			(15,943)
5 College of Agricultural and Life Sciences	Public Information Specialist	(0.12)	(4,719)			(4,719)
6 College of Agricultural and Life Sciences	Management Assistant	(1.00)	(32,822)			(32,822)
7 College of Business	Advising Specialist	0.66	32,134			32,134
8 College of Business	Administrative Assistant	(0.50)	(13,276)			(13,276)
9 College of Business	Speaker Series Coordinator	(0.11)	(4,687)			(4,687)
10 College of Education	Financial Technician	(0.01)	(250)			(250)
11 College of Education	Administrative Assistant	(0.50)	(14,955)			(14,955)
12 College of Education	Technical Records Specialist	0.27	8,227			8,227
13 College of Engineering	Computer Equipment Repair	(1.00)	(35,381)			(35,381)
14 College of Engineering	Scientific Instruments	(1.00)	(57,845)			(57,845)
15 College of Engineering	Broadcast Engineer	(0.01)	2			2
16 College of Engineering	Management Assistant	(0.13)	-			-
17 College of Natural Resources	Lead Budget Specialist	0.05	4,559			4,559
18 College of Natural Resources	Administrative Assistant	(0.78)	(34,839)			(34,839)
19 College of Natural Resources	Lab Materials Supervisor	(0.80)	(22,760)			(22,760)
20 College of Natural Resources	Server Systems Analyst	0.01	1,294			1,294

UNIVERSITY OF IDAHO
Detail of Personnel Changes
July 1, 2009 through June 30, 2010

Department	Description	FTE	Amount	MCO	Funding Source	
					Other	Base
					Allocations	Reallocation
21 College of Natural Resources	Personnel Services Coordinator	(0.03)	-			-
22 College of Natural Resources	Grants/Contract Compliance	0.63	28,271			28,271
23 College of Science	Administrative Assistant	(0.25)	(8,519)			(8,519)
24 College of Science	Management Assistant	(0.17)	(1)			(1)
25 College of Science	Fiscal Operations Manager	(1.00)	(52,499)			(52,499)
26 College of Art and Architecture	Financial/Personnel Technician	0.24	18,978			18,978
27 University Research	Custodian Leadworker	(0.77)	(14,194)			(14,194)
28 Library	Library Assistant	(2.00)	(73,923)			(73,923)
29 Academic Affairs	Administrative Assistant	0.04	2			2
30 Academic Affairs	Program Advisor	0.04	(2)			(2)
31 Academic Affairs	Advising Specialist	(1.00)	(38,854)			(38,854)
32 Academic Affairs	Program Coordinator	0.18	-			-
33 Academic Affairs	Marketing Specialist	(1.00)	(32,781)			(32,781)
34 Outreach - Northern Idaho	Facility Services Manager	(0.58)	(28,100)			(28,100)
35 Enrollment Management	Athletic Eligibility Transfer Credit	(0.19)	(2)			(2)
36 Enrollment Management	Financial Aid Advisor	(0.97)	(38,480)			(38,480)
37 Student Affairs	Womens Resources Specialist	(0.39)	(18,570)			(18,570)
38 Student Affairs	Team Cleaning Lead	0.06	1			1
39 Student Affairs	Administrative Assistant	(0.21)	-			-
40 Facilities Management	Technical Records Specialist	(1.00)	(29,682)			(29,682)
41 Facilities Management	Team Cleaning Specialist	(1.00)	(19,157)			(19,157)
42 Facilities Management	Energy Operations Specialist	(0.28)	(11,522)			(11,522)
43 Facilities Management	Construction Inspector	(1.00)	(47,445)			(47,445)
44 Strategic Budget/Controller	Benefit Services Specialist	0.01	1,662			1,662
45 Strategic Budget/Controller	Financial/Personnel Technician	1.00	32,240			32,240
46 Human Resources	Human Resources Assistant	0.56	9,464			9,464
47 Human Resources	Classification/Compensation Analyst	1.01	25,997			25,997
48 Human Resources	Employment Services Technician	(1.00)	(27,976)			(27,976)
49 Human Resources	Administrative Assistant	1.00	27,560			27,560
50 Business Systems and Accounting Services	Financial Specialist	(0.17)	2			2
51 Business Systems and Accounting Services	HR Programmer Analyst	(1.00)	(44,117)			(44,117)
52 Business Systems and Accounting Services	DFA Programmer Analyst	(1.00)	(45,968)			(45,968)
53 Business Systems and Accounting Services	Programmer Analyst	(0.19)	(8,817)			(8,817)
54 Technology	CTI New Media Specialist	(0.31)	(14,983)			(14,983)
55 Technology	Web Application Developer	(1.07)	(48,379)			(48,379)
56 Technology	Network Analyst Supervisor	0.38	25,295			25,295
57 Technology	Onsite Support Services Specialist	(0.21)	(10,752)			(10,752)
58 Technology	UNIX System Analyst	(1.00)	(65,666)			(65,666)
59 Technology	UN Network Analyst	(0.30)	(17,891)			(17,891)
60 Administrative Operations	Administrative Assistant	0.05	(1)			(1)
61 Human Rights	Human Rights Compliance	1.00	30,014			30,014
62 Advancement	Graphic Design Specialist	0.25	(551)			(551)
63 Advancement	Alumni Relations Specialist	(2.00)	(79,290)			(79,290)
64 Advancement	Senior Program Advisor	(0.20)	(3,952)			(3,952)
65 Miscellaneous Changes		0.01	-			-
Subtotal - Classified:		(19.70)	(784,604)	-	-	(784,604)
Summary:						
	Faculty	(18.45)	(1,228,804)	-	-	(1,228,804)
	Executive/Administrative	(1.89)	(367,132)	-	-	(367,132)
	Managerial/Professional	(3.67)	(304,740)	-	-	(304,740)
	Classified	(19.70)	(784,604)	-	-	(784,604)
Total:		(43.71)	(2,685,280)	-	-	(2,685,280)

**CONSENT AGENDA
JUNE 18, 2009**

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LEWIS-CLARK STATE COLLEGE
Detail of Personnel Changes
July 1, 2009 - June 30, 2010

				FUNDING SOURCE			
Department		Description	FTE	Pers Costs	MCO	Other Allocations	Base Reallocation
1	Faculty						
2	Business	Lecturer	1.00	33,000			33,000
3	Nursing & Health Sciences	Instructor	-0.10	-2,815			-2,815
4							
5		Subtotal Faculty	0.90	30,185	0	0	30,185
6							
7	Executive/Administrative						
8							0
9							0
10		Subtotal Executive/Administrative	0.00	0	0	0	0
11							
12	Managerial/Professional						
13							
14	Adult/Family Ed	Program Assistant	0.03	847			847
15	Adult/Family Ed	Instructor	-0.03	-625			-625
16	Athletics	Director of Development, Athletics	-1.00	-39,727			-39,727
17	Athletics	Cross Country Coach	-0.04	-3,445			-3,445
18	Business	Program Advisor	-0.25	-8,361			-8,361
19	Coeur d'Alene Center	Transfer Specialist	-0.25	-14,499			-14,499
20	Coeur d'Alene Center	Public Information Coordinator	-0.17	-11,322			-11,322
21	Center for Arts & History	Development Coordinator	-0.13	-13,526			-13,526
22	Center for New Directions	Counselor	0.08	3,895			3,895
23	College Communications	Sports Information Assistant Director	0.33	10,502			10,502
24	Grants & Contracts	Director, Grants	-1.00	-67,549			-67,549
25	IDSBDC	ISBDC Consultant	-0.16	-6,808			-6,808
26	IDSBDC	Director, IDSBDC	-0.42	-24,124			-24,124
27	Information Technology	Video Production Assistant	0.81	32,943			32,943
28	Information Technology	Associate Director, I.T.	-1.00	-49,855			-49,855
29	Information Technology	Media Equipment Specialist	0.30	9,013			9,013
30	International Programs	Director of International Student Serv	-0.07	-3,325			-3,325
31	International Programs	Study Abroad Coordinator	-0.25	-7,971			-7,971
32	Native Amer/Minority Svcs	Program Coordinator/Recruiter	-0.08	-3,287			-3,287
33	New Student Recruitment	Market Development/Transfer Studer	-0.08	-3,303			-3,303
34	Student Life	Director of Student Life	-1.00	-57,712			-57,712
35	Summer School	Coordinator, Grangeville	-0.46	-15,140			-15,140
36							
37		Subtotal Managerial/Professional	-4.84	-273,379	0	0	-273,379
38							
39	Classified						
40	Continuing Ed & Comm Events	Administrative Asst. 1	-0.50	-12,439			-12,439
41	Center for New Directions	Administrative Asst. 1	0.08	2,160			2,160
42	Distance Learning	Administrative Asst. 1	-0.25	-6,576			-6,576
43	Financial Aid Office	Administrative Asst. 1	-0.25	-8,013			-8,013
44	Grants & Contracts	Financial Technician	-1.00	-30,062			-30,062
45	IDSBDC	Administrative Asst. 1	-0.45	-11,017			-11,017
46	Information Technology	Administrative Asst. 1	-1.00	-26,823			-26,823
47	Information Technology	Office Specialist 2	0.50	14,414			14,414
48	Information Technology	Media Equipment Specialist	-0.30	-9,013			-9,013
49	Physical Plant	Painter	-1.00	-20,717			-20,717
50	Physical Plant	Maintenance Craftsman, Sr.	1.00	23,379			23,379
51	Student Life	Campus Recreation Specialist	-0.06	-1,791			-1,791
52	Summer School	Administrative Asst. 1	-0.25	-6,242			-6,242
53							
54		Subtotal Classified	-3.48	-92,740	0	0	-92,740
55							
56	Total Personnel Changes		-7.42	-335,934	0	0	-335,934
57							
58	SUMMARY						
59		Faculty	0.90	30,185			
60		Executive/Administrative	0.00	0			
61		Managerial/Professional	-4.84	-273,379			
62		Classified	-3.48	-92,740			
63		Total	-7.42	-335,934			

**CONSENT AGENDA
JUNE 18, 2009**

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**CONSENT AGENDA
JUNE 18, 2009**

**POSTSECONDARY PROFESSIONAL-TECHNICAL EDUCATION SYSTEM
FISCAL YEAR 2010 BUDGET OVERVIEW**

The allocation and reallocation of funds for the FY2010 Postsecondary Professional-Technical Education System is based on the Strategic Plan for Professional-Technical Education in Idaho – FY2009 – 2013, as well as Board and Legislative Intent.

The FY2010 budget reflects an overall decrease in the on-going budget of \$1,389,000 or 3.55% decrease in the state general fund. In addition, the Legislature appropriated a decrease of \$10,200 in student fees at EITC. The overall decrease in the state general fund allocation includes: (1) CEC reduction at 3.16% in the amount of \$1,025,100; (2) cost of benefits increases in the amount of \$83,100; and (3) changes to the Risk Management costs, Controller fees and Treasurer's fees at EITC which resulted in an increase of \$24,800.

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, 2009 - June 30, 2010

	Original FY 2009	Percent of Total	Original FY2010	Percent of Total	Change from Prior Year	Percent Change
By Activity:						
Instruction	37,303,260	93.81%	36,135,334	95.64%	(1,167,926)	-3.13%
Plant Maintenance & Operations	1,867,840	4.70%	1,646,766	4.36%	(221,074)	-11.84%
One-Time Funding	595,600	1.50%	0	0.00%	(595,600)	
Total Operating Budget	39,766,700	100.00%	37,782,100	100.00%	(1,984,600)	-4.99%
TOTAL BUDGET	<u>39,766,700</u>	<u>100.00%</u>	<u>37,782,100</u>	<u>100.00%</u>	<u>(1,984,600)</u>	<u>-4.99%</u>
By Expense Standard Class:						
Personnel Costs-						
Faculty	15,371,674	39.24%	14,932,735	39.52%	(438,939)	-2.86%
Executive/Administrative	850,086	2.17%	803,186	2.13%	(46,900)	-5.52%
Managerial/Professional	3,384,854	8.64%	3,004,690	7.95%	(380,164)	-11.23%
Classified	3,728,874	9.52%	3,583,444	9.48%	(145,430)	-3.90%
Irregular Help	871,303	2.22%	809,783	2.14%	(61,520)	-7.06%
Total Salaries	24,206,791	61.80%	23,133,838	61.23%	(1,072,953)	-4.43%
Personnel Benefits	9,302,353	23.75%	8,749,318	23.16%	(553,035)	-5.95%
Total Personnel Costs	33,509,144	85.55%	31,883,156	84.39%	(1,625,988)	-4.85%
Operating Expenses-	4,668,760	11.92%	4,913,389	13.00%	244,629	5.24%
Capital Outlay-	993,196	2.54%	985,555	2.61%	(7,641)	-0.77%
Total On-Going Operating Budget	39,171,100	100.00%	37,782,100	100.00%	(1,389,000)	-3.55%
One-Time Funding	595,600		0			
TOTAL BUDGET	<u>39,766,700</u>	<u>100.00%</u>	<u>37,782,100</u>	<u>100.00%</u>	<u>(1,984,600)</u>	<u>-4.99%</u>
Total Full Time Positions (FTP)	<u>510.27</u>		<u>494.91</u>		<u>(15.36)</u>	<u>-3.01%</u>

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**Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Summary
July 1, 2009 - June 30, 2010**

FY 2009 Operating Budget					FY 2010 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	320.71	15,371,674	5,879,654	21,251,328	313.28	14,932,735	5,621,764	20,554,499
Exec/Admin	8.45	850,086	248,628	1,098,714	8.45	803,186	234,948	1,038,134
Manage/Prof	59.55	3,384,854	1,237,598	4,622,452	54.74	3,004,690	1,079,099	4,083,789
Classified	121.56	3,728,874	1,810,136	5,539,010	118.44	3,583,444	1,700,592	5,284,036
Irreg Help	0.00	871,303	126,337	997,640	0.00	809,783	112,915	922,698
TOTAL	510.27	24,206,791	9,302,353	33,509,144	494.91	23,133,838	8,749,318	31,883,156

Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Position Change Schedule
July 1, 2009 - June 30, 2010

					Funding Source	
					Above	Base
	Program	Position Description	FTP	Salary Amount	MCO	Reallocation
	Faculty					
	College of Southern Idaho					
	Residential Construction	Instructor	(0.50)	(18,000)	0	(18,000)
	Law Enforcement	Instructor	(0.30)	(12,000)	0	(12,000)
	Human Services	Instructor	(1.00)	(40,086)	0	(40,086)
	Fisheries Technology	Instructor	(0.50)	(28,600)	0	(28,600)
	Welding Technology	Instructor	(0.30)	(12,000)	0	(12,000)
	Human Services	Instructor	0.85	37,843		37,843
	Welding Technology	Instructor	1.00	42,570		42,570
	Culinary/Pastry Arts	Instructor	1.00	36,500		36,500
	Industrial Mechanic	Instructor	0.50	22,250	0	22,250
	CSI Total		0.75	28,477	0	28,477
	College of Western Idaho					
	ADRN	Instructor	2.00	116,506	0	116,506
	Practical Nursing	Instructor	(1.00)	(61,333)	0	(61,333)
	Rec Small Engine	Instructor	(1.00)	(51,896)	0	(51,896)
	Powersports & Small Engine	Instructor	1.00	40,000	0	40,000
	Rec Small Engine	Instructor	(1.00)	(41,205)	0	(41,205)
	Powersports & Small Engine	Instructor	1.00	41,205	0	41,205
	Business Tech	Instructor	1.00	52,229	0	52,229
	Office Occ	Instructor	(1.00)	(52,229)	0	(52,229)
	Computer Service Tech	Instructor	(4.00)	(215,698)	0	(215,698)
	Information Tech	Instructor	10.00	534,182	0	534,182
	Computer Network	Instructor	(6.00)	(314,974)	0	(314,974)
	Manufacturing	Instructor	(1.00)	(57,887)	0	(57,887)
	Manufacturing	Instructor	0.50	28,994	0	28,994
	Applied Academics	Instructor	(1.00)	(51,813)	0	(51,813)
	Applied Academics	Instructor	(1.00)	(49,484)	0	(49,484)
	CWI Total		(1.50)	(83,403)	0	(83,403)
	Eastern Idaho Technical College					
	Adult Learning	Instructor	(0.25)	(12,060)	0	(12,060)
	Developmental Ed	Instructor	(0.25)	(17,122)	0	(17,122)
	EITC Total		(0.50)	(29,182)	0	(29,182)
	Idaho State University					
	Instrumentation/Automation	Instructor	(1.00)	(54,683)	0	(54,683)
	Instrumentation/Automation	Instructor	0.41	22,856	0	22,856
	Diesel/Diesel Elect Tech	Instructor	(1.00)	(55,536)	0	(55,536)
	Health Information Tech	Instructor	1.00	50,000	0	50,000
	Marketing & Mngmnt Occupa	Instructor	(1.00)	(34,050)	0	(34,050)
	Computer/Business Equip Tech	Instructor	(1.00)	(45,282)	0	(45,282)
	Electricity	Instructor	(1.00)	(44,533)	0	(44,533)
	Energy Systems Tech (ESTEC)	Instructor	1.00	50,000	0	50,000

Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Position Change Schedule
July 1, 2009 - June 30, 2010

			Funding Source			
	Position		Salary	Above	Base	
Program	Description	FTP	Amount	MCO	Reallocation	
50 Computer Software Eng Tech	Instructor	(1.00)	(54,184)	0	(54,184)	
51 Graphic Arts	Instructor	(1.00)	(38,002)	0	(38,002)	
52 Marketing & Mngmnt Occupa	Instructor	(1.00)	(40,789)	0	(40,789)	
53 Energy Systems Tech (ESTEC)	Instructor	1.00	50,000	0	50,000	
54 Physical Therapist Asst	Instructor	(1.00)	(54,891)	0	(54,891)	
55 Practical Nursing	Instructor	(1.00)	(47,798)	0	(47,798)	
56 Practical Nursing	Instructor	0.19	15,246	0	15,246	
57 ISU Total		(6.40)	(281,646)	0	(281,646)	

			Funding Source			
	Position		Salary	Above	Base	
Program	Description	FTP	Amount	MCO	Reallocation	
Faculty						
Lewis-Clark State College						
63 Early Childhood Development	Instructor	1.00	42,746	0	42,746	
64 PTE Sabbaticals	Instructor	(0.59)	(18,831)	0	(18,831)	
65 PTE Sabbaticals	Instructor	0.37	16,900	0	16,900	
66 LCSC Total		0.78	40,815	0	40,815	
North Idaho College						
68 Business & Office Technology	Instructor	(1.00)	(61,121)	0	(61,121)	
69 HVAC/R	Instructor	(1.00)	(53,427)	0	(53,427)	
70 Automotive	Instructor	(0.50)	(9,708)	0	(9,708)	
71 Law Enforcement	Instructor	(0.40)	(13,477)	0	(13,477)	
72 Medical Assistant	Instructor	(0.25)	(11,240)	0	(11,240)	
73 Outdoor Power	Instructor	(0.45)	(9,313)	0	(9,313)	
74 Welding	Instructor	(0.50)	(14,074)	0	(14,074)	
75 CULA	Instructor	(0.70)	(32,606)	0	(32,606)	
76 CULA	Instructor	0.80	27,692	0	27,692	
77 Accounting Assistant	Instructor	0.02	381	0	381	
78 Allied Health	Instructor	0.53	12,000	0	12,000	
79 Carpentry	Instructor	0.22	4,947	0	4,947	
80 Collision	Instructor	0.07	1,712	0	1,712	
81 Computer Aided Design Tech	Instructor	0.72	43,000	0	43,000	
82 Computer App Office Tech	Instructor	1.00	64,183	0	64,183	
83 Culinary Arts	Instructor	0.13	3,044	0	3,044	
84 HVAC/R	Instructor	0.06	1,332		1,332	
85 Machine Technology	Instructor	0.10	2,283	0	2,283	
86 Maintenance Millwright	Instructor	0.17	3,805	0	3,805	
87 Resort/Recreation Mgmt	Instructor	0.42	9,513	0	9,513	
88 Business & Office Technology		(3.50)	(183,999)		(183,999)	
89 Computer App Office Tech		3.50	182,449		182,449	
90 NIC Total		(0.56)	(32,624)	0	(32,624)	
91 Total Faculty		(7.43)	(357,563)	0	(357,563)	

Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Position Change Schedule
July 1, 2009 - June 30, 2010

		Funding Source			
	Position		Salary	Above	Base
<u>Program</u>	<u>Description</u>	<u>FTP</u>	<u>Amount</u>	<u>MCO</u>	<u>Reallocation</u>
<u>Executive/Administrative</u>					
Total Executive/Administrative		0.00	0	0	0
<u>Managerial/Professional</u>					
College of Southern Idaho					
Worksmart	Coordinator	(0.50)	(20,509)	0	(20,509)
Developmental Studies	Department Chair	(1.00)	(74,066)	0	(74,066)
Developmental Studies	Department Chair	0.50	37,033	0	37,033
CSI Total		(1.00)	(57,542)	0	(57,542)
College of Western Idaho					
Instructional Support	Special Projects Coor	(0.10)	(5,589)	0	(5,589)
Administration	Grants Writer	(1.00)	(62,908)	0	(62,908)
Instructional Support	Division Manager	(1.00)	(63,919)	0	(63,919)
Marketing	Marketing Specialist	(0.66)	(22,219)	0	(22,219)
Marketing	Coordinator	(1.00)	(49,675)	0	(49,675)
ABE	Coordinator	(0.30)	(21,241)	0	(21,241)
Student Support	Advisor	(1.00)	(36,000)	0	(36,000)
Student Support	Sr Enrollment Specialist	1.00	42,000		42,000
Student Support	Interim Manager	(1.00)	(57,384)		(57,384)
Student Support	Enrollment Specialist	1.00	36,500		36,500
Student Support	Advisor	(1.00)	(37,626)		(37,626)
Student Support	Enrollment Specialist	1.00	36,500		36,500
Instructional Support	Network Admin	(0.50)	(31,279)		(31,279)
Instructional Support	Network Admin	(0.50)	(31,279)		(31,279)
Instructional Support	Network Admin	(1.00)	(56,631)		(56,631)
Instructional Support	Tech Support Specialist	3.00	114,000		114,000
CWI Total		(3.06)	(246,750)	0	(246,750)

Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Position Change Schedule
July 1, 2009 - June 30, 2010

				Funding Source	
				Above MCO	Base Reallocation
<u>Program</u>	<u>Position Description</u>	<u>FTP</u>	<u>Salary Amount</u>		
College of Southern Idaho					
Law Enforcement	Office Specialist	0.50	10,000	0	10,000
Student Services	Student Srvs Specialist	1.00	34,394	0	34,394
CSI Total		1.50	44,394	0	44,394
College of Western Idaho					
Administration	Account Tech	(1.00)	(29,039)	0	(29,039)
Administration	Account Tech	(1.00)	(34,695)	0	(34,695)
Administration	Accountant	1.00	38,000	0	38,000
Auto Body	Non Instructional Aide	(0.41)	(9,452)	0	(9,452)
Rec Small Engine	Non Instructional Aide	(0.42)	(9,837)	0	(9,837)
Powersports & Small Engine	Non Instructional Aide	0.83	19,289	0	19,289
Administration	Admin Assist 1	1.00	28,038	0	28,038
Instructional Support	Office Services Sup	(1.00)	(29,079)	0	(29,079)
Auto Tech	Non Instructional Aide	(0.50)	(12,397)	0	(12,397)
Welding	Non Instructional Aide	(0.50)	(12,397)	0	(12,397)
Automotive Tech	Non Instructional Aide	1.00	24,794	0	24,794
Horticulture	Instructional Aide	(1.00)	(21,092)	0	(21,092)
Horticulture	Instructional Aide	0.83	16,805	0	16,805
Student Services	Admin Assist 1	(0.50)	(14,655)	0	(14,655)
Student Services	Admin Assist 1	1.00	29,310	0	29,310
Student Services	Customer Service Rep	(1.00)	(23,234)	0	(23,234)
Student Services	One Stop Specialist	1.00	24,375	0	24,375
Student Services	Customer Service Rep	(1.00)	(27,706)	0	(27,706)
Student Services	One Stop Specialist	1.00	24,375	0	24,375
Student Services	One Stop Specialist	1.00	24,375	0	24,375
Student Services	One Stop Specialist	1.00	24,375	0	24,375
CWI Total		1.33	30,153	0	30,153
Eastern Idaho Technical College					
Instructional Support	Webmaster	(1.00)	(55,854)	0	(55,854)
EITC Total		(1.00)	(55,854)	0	(55,854)
Idaho State University					
Student Services	Tech Records Spec 1	(1.00)	(25,896)	0	(25,896)
Administration	Grant Coord Assist	(1.00)	(35,006)	0	(35,006)
ISU Total		(2.00)	(60,902)	0	(60,902)
Lewis-Clark State College					
Auto Tech	Non-Instructional Aide	(1.00)	(32,569)	0	(32,569)
Auto Tech	Non-Instructional Aide	0.71	32,569	0	32,569
LCSC Total		(0.29)	0	0	0
North Idaho College					
Admissions	Records Technician	(1.00)	(30,328)	0	(30,328)
Custodial/Grounds	Groundskeeper	(1.00)	(23,237)	0	(23,237)
Custodial/Grounds	Custodian	(1.00)	(19,944)	0	(19,944)
Custodial/Grounds	Custodian	(1.00)	(21,548)	0	(21,548)

Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Position Change Schedule
July 1, 2009 - June 30, 2010

					<u>Funding Source</u>	
					<u>Above</u>	<u>Base</u>
	<u>Program</u>	<u>Position Description</u>	<u>FTP</u>	<u>Salary Amount</u>	<u>MCO</u>	<u>Reallocation</u>
					<u>Funding Source</u>	
					<u>Above</u>	<u>Base</u>
	<u>Program</u>	<u>Position Description</u>	<u>FTP</u>	<u>Salary Amount</u>	<u>MCO</u>	<u>Reallocation</u>
178						
179						
180	<u>Classified Continued</u>					
182	<u>North Idaho College Continued</u>					
183	Student Srvcs/Career Counsel	Technical Assistant	(0.50)	(14,060)	0	(14,060)
184	Prof Tech & Workforce Ed	PTE Recruiter	1.00	41,000	0	41,000
185	Law Enforcement	Sr. Administrative Assist	0.69	20,689	0	20,689
186	Allied Health	Administrative Assistant	(0.85)	(22,932)	0	(22,932)
187	Allied Health	Administrative Assistant	1.00	27,561	0	27,561
188	NIC Total		(2.66)	(42,799)	0	(42,799)
189		Total Classified	(3.12)	(85,008)	0	(85,008)
190						
191	TOTAL		(15.36)	(807,600)	0	(807,600)
192						
193						
194						
195						
196	SUMMARY:					
197	Faculty		(7.43)	(357,563)		
198	Executive/Administrative		0.00	0		
199	Managerial/Professional		(4.81)	(365,029)		
200	Classified		(3.12)	(85,008)		
201	Total		(15.36)	(807,600)		

CONSENT AGENDA
JUNE 18, 2009

UNIVERSITY OF IDAHO
FY2010 BUDGET OVERVIEW
AGRICULTURAL RESEARCH AND EXTENSION

The Agricultural Research and Extension Appropriation (ARES) received a decrease in appropriation over the FY09 base of \$3,259,300 or 11.5%.

Since time is required to appropriately and strategically consolidate/restructure centers and prioritize positions, the College of Agricultural and Life Sciences will meet the required FY10 ARES budget reduction through elimination of vacant positions, holding vacant positions open, and use of one-time carryforward funds to transition to the required budget through fiscal year 2010. These plans include:

- Eliminating vacant positions to achieve the 5% reduction in personnel costs (\$1.163 million), and
- Using planned one-time carryforward funds (salary savings, saved capital outlay and operating funding) and holding vacant positions open to meet the balance of the FY10 reduction in the ARES base budget (\$2 million).

The goal during fiscal year 2010 will be to permanently achieve the balance of the ARES budget reduction through consolidation and restructuring of R&E Centers and further personnel cost reductions through elimination of both vacant positions and termination of existing employees.

UNIVERSITY OF IDAHO
AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2010
AGRICULTURAL RESEARCH AND EXTENSION SYSTEM

1 FUNDS AVAILABLE	FTE	AMOUNT
2		
3 FY2009 Operating Budget Base	373.05	\$ 28,299,200
4 Adjustments: Reappropriation		4,970,300
5 Adjustments: Omnibus Rescission		(1,129,900)
6 Adjustments: Health Insurance Reduction		(186,500)
7 Adjustments: Additional 2% Rescission		(564,900)
8 Adjustments: Remove One-Time		(4,970,300)
9 Adjustments: Additional Base Adjustment		(243,100)
10 Adjustments: Internal Reallocation/Elimination	(19.35)	
11 FY2010 Adjusted Budget Base	353.70	\$ 26,174,800
12		
13 Additional Funding for FY2010		
14 Benefit Costs		\$ 28,000
15 5% Personnel Cot Reduction		(1,162,900)
16 Total Funding Reduction	-	\$ (1,134,900)
17 Total Funds Available for FY2010	353.70	\$ 25,039,900
18		
19		
20		
21 ALLOCATION OF FUNDS		
22		
23 FY2010 Adjusted Budget Base	353.70	\$ 26,174,800
24		
25 MCO Increases/Decreases to Budget Base		
26 Benefit Costs		\$ 28,000
27 5% Personnel Cot Reduction		(1,162,900)
28 Total MCO Increases/Decreases	-	\$ (1,134,900)
29		
30 Enhancements to Budget Base		
31		\$ -
32		-
33 Total Enhancements	-	\$ -
34		
35 Total Decreases	-	\$ (1,134,900)
36		
37 FY2010 Operating Budget	353.70	\$ 25,039,900

AGRICULTURAL RESEARCH & EXTENSION SERVICE

Operating Budget Personnel Costs Summary

July 1, 2009- June 30, 2010

Classification	FY2009 Operating Budget				FY2010 Operating Budget			
	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
Faculty	188.97	\$13,650,406	\$4,595,157	\$18,245,563	181.76	\$12,961,256	\$3,704,607	\$16,665,863
Executive/Administrative	3.12	468,224	128,400	596,624	3.32	503,215	116,847	620,062
Managerial/Professional	38.70	1,993,202	767,600	2,760,802	35.67	1,865,601	433,193	2,298,794
Classified	142.25	5,034,645	2,326,100	7,360,745	132.94	4,694,976	1,090,173	5,785,149
Irregular Help		334,220	66,800	401,020		306,211	25,814	332,025
Graduate Assistants		543,465	5,400	548,865		543,465	5,400	548,865
TOTAL	373.04	\$22,024,162	\$7,889,457	\$29,913,619	353.69	\$20,874,724	\$5,376,033	\$26,250,757

**Agricultural Research and Extension Service
Operating Budget Personnel Cost Summary
July 1, 2009 through June 30, 2010**

				Funding Source		
Department	Description	FTE	Amount	MCO	Other Allocations	Base Reallocation
Faculty:						
Educational Communications	Holdback	(1.00)	(87,984)			(87,984)
Ag Economics & Rural Sociology	Holdback	(0.80)	(69,907)			(69,907)
Ag & Extension Education	Reallocation	0.33	35,725			35,725
Animal & Veterinary Science	Holdback	(0.51)	(38,836)			(38,836)
Microbiology, Molecular Biology & Biochemistry	Holdback	(0.90)	(80,264)			(80,264)
Plant, Soil & Entomological Science	Holdback	(0.65)	(36,553)			(36,553)
Family & Consumer Sciences	Holdback	(0.02)	(3,004)			(3,004)
Extension Forestry	Holdback	(0.03)	(12,439)			(12,439)
District I	Holdback	(0.05)	(27,098)			(27,098)
District II	Holdback	(0.98)	(58,187)			(58,187)
Net Various Changes		(1.09)				
Total Exempt/Faculty		(5.70)	(378,547)	0	0	(378,547)
Managerial/ Professional:						
College of Ag Administration	Holdback	(0.88)	(29,450)			(29,450)
Ag & Extension Education	Holdback	(0.91)	(52,158)			(52,158)
Net Various Changes		(0.75)				0
Total Managerial/Professional		(2.54)	(81,608)	0	0	(81,608)
Executive/Admin:						
Ag Administration		0.20	34,991			34,991
Net Various Changes		(0.45)				
Total Exec/Admin		(0.25)	34,991	0	0	34,991
Classified:						
College of Ag Administration	Holdback	(1.65)	(62,922)			(62,922)
Ag & Extension Education	Holdback	(0.15)	(4,022)			(4,022)
Biological & Ag Engineering	Holdback	(0.50)	(17,192)			(17,192)
Animal & Veterinary Science	Holdback	(1.03)	(37,367)			(37,367)
Microbiology, Molecular Biology & Biochemistry	Holdback	(1.73)	(66,419)			(66,419)
Plant, Soil & Entomological Science	Holdback	(2.59)	(75,613)			(75,613)
Food Science & Toxicology	Holdback	(0.86)	(20,047)			(20,047)
Caldwell Research & Extension Center	Holdback	(1.50)	(48,651)			(48,651)
Nancy M. Cummings Research & Extension Ctr.	Reallocation	1.00	31,241			31,241
Parma Research & Extension Center	Holdback	(0.49)	(31,272)			(31,272)
District II	Holdback	(0.50)	(17,056)			(17,056)
Net Various Changes		(0.86)				
Total Classified		(10.86)	(349,320)	0	0	(349,320)
Total FTE Changes		(19.35)	(774,484)	0.00	0.00	(774,484)

HEALTH PROGRAMS

FY 2010 Operating Budget

		FY 2009 BUDGET	FY 2010 BUDGET	PERCENT of CHANGE
1				
2	By Program:			
3	WI Veterinary Education	1,874,200 #	1,839,700	-1.84%
4	WWAMI Medical Education	3,719,600	3,775,300	1.50%
5	IDEP Dental Education	1,342,200	1,402,300	4.48%
6	University of Utah Medical Education	1,143,600	1,200,000	4.93%
7	Family Practice Residency Programs	1,635,700	1,989,300	21.62%
8	Prof. Student. Exch. Prog. - Optometry	236,800	245,800	3.80%
9	Psychiatry Residency	81,900	104,800	27.96%
10	Total Programs	10,034,000	10,557,200	5.21%
11	By Fund Source:			
12	General Fund	9,459,900	9,939,300	5.07%
13	Student Fee Revenue	574,100	617,900	7.63%
14	Total Funds	10,034,000	10,557,200	5.21%
15	By Expenditure Classification:			
16	Personnel Costs	2,157,900	2,134,800	-1.07%
17	Operating Expenditures	1,745,200	1,797,500	3.00%
18	Capital Outlay	0	5,500	100.00%
19	Trustee & Benefits	6,130,900	6,619,400	7.97%
20	Lump Sum	0	0	0.00%
21	Total Expenditures	10,034,000	10,557,200	5.21%
22	Full Time Position	20.39	21.04	3.19%

23 Budget Overview

Personnel costs reflect the statewide 5% personnel cost reduction. The Legislature provided contract inflation, funding for Phase 2 of residency expansion, and the third year of funding for the Psychiatry Residency Program. This program was first funded in FY 2008, with funding being built out over four years.

**CONSENT AGENDA
JUNE 18, 2009**

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SPECIAL PROGRAMS

FY 2010 Operating Budget

	FY 2009 BUDGET	FY 2010 BUDGET	PERCENT of CHANGE
By Program:			
Forest Utilization Research	647,700	556,500	-14.08%
Geological Survey	907,300	768,600	-15.29%
Scholarships and Grants:			
Idaho Promise Scholarship - A	331,300	331,300	0.00%
Idaho Promise Scholarship - B	4,446,700	3,925,400	-11.72%
Atwell Parry Work Study Program	1,344,500	1,344,500	0.00%
Minority/"At Risk" Scholarship	111,000	111,000	0.00%
Teachers/Nurses Loan Forgiveness	215,300	262,000	21.69%
Freedom Scholarship	13,000	14,000	7.69%
Peace Officer/Firefighter Scholarship	37,500	35,300	-5.87%
Grow Your Own Teacher Scholarship	366,500	366,500	0.00%
Leveraging Educ Asst Program (LEAP)	721,400	721,400	0.00%
Special Leveraging Educ Asst Part (SLEAP)	179,600	179,600	0.00%
Byrd Honors	207,500	207,500	0.00%
Need & Merit Based Scholarships	1,925,000	1,000,000	-48.05%
Unallocated Federal Appropriation	43,200	43,200	0.00%
Total Scholarships and Grants	9,942,500	8,541,700	-14.09%
Museum of Natural History	599,300	497,500	-16.99%
Small Business Development Centers	324,100	275,100	-15.12%
Idaho Council for Economic Development	54,700	49,300	-9.87%
Technical Help	187,000	159,200	-14.87%
Total Programs	12,662,600	10,847,900	-14.33%
By Fund Source:			
General Fund	12,222,600	9,407,900	-23.03%
Federal Funds	440,000	1,440,000	227.27%
Economic Recovery Reserve Fund			
Total Funds	12,662,600	10,847,900	-14.33%
By Expenditure Classification:			
Personnel Costs	2,506,300	2,134,600	-14.83%
Operating Expenditures	189,900	171,600	-9.64%
Capital Outlay	23,900	0	
Trustee/Benefit Payments	9,942,500	8,541,700	-14.09%
Total Expenditures	12,662,600	10,847,900	-14.33%
Full Time Position	34.40	34.40	0.00%

Budget Overview

The appropriation for Special Programs included the 7% base reductions and personnel costs reflect the statewide 5% personnel cost reduction. The Legislature provided \$1,000,000 in spending authority for the Idaho Opportunity Scholarship program out of the fund itself which currently is at \$20.8m.

**CONSENT AGENDA
JUNE 18, 2009**

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May 28, 2009

FY2010 ALTERATION AND REPAIR PROJECTS

AGENCY / INSTITUTION	FUNDING ALLOCATION	AGENCY REQUESTS	PROJECT
EDUCATION, STATE BOARD OF			
BOISE STATE UNIVERSITY			
Upgrade Hand and Guardrails, Campus Wide (09197D)	100,000	100,000	1
Steam and Condensate Line Replacement, Phase 3	500,000	500,000	2
Campus Lighting and Infrastructure Security Improvements	140,000	185,000	3
Upgrade Master Key System, Phase 1	200,000	200,000	4
Repairs, Friendship Bridge	160,000	200,000	5
Renovations, Research Space for Sciences	1,200,000	1,500,000	6
Renovations, Research Space for Engineering	400,000	500,000	7
Ventilation Upgrade, Liberal Arts Building	100,000	100,000	8
Pedestrian Safety Improvements, Cesar Chavez Lane	215,000	230,000	9
Upgrade Campus Irrigation System, So. of U. Drive (08216D)	100,000	100,000	10
SUBTOTAL	3,115,000	3,615,000	
IDAHO STATE UNIVERSITY			
Replace Roof, Law Enforcement Building	125,000	103,500	1
Renovate HVAC System, Chemistry Building	285,750	285,750	2
Install AC System, Computer Room B-50, College of Business	126,500	126,500	3
Add Second Egress, Electronics Lab, Trade & Technology Bldg.	80,500	80,500	4
Replace Steam and Condensate Lines, Shop Area	195,000	117,300	5
Repair and Add Sidewalks to CHE, UPIF	90,000	172,500	6
Renovate HVAC System, Family Medicine Building	75,000	75,900	7
Remodel Space, Consolidated Enrollment Management, Ph 2	573,455	662,400	8
Renovate Exhaust System, Dowling Building and Armory	121,900	121,900	9
Renovate Bilyeu Auditorium, Frazier Hall	100,000	230,000	10
Replace Water Softener Systems, 5 Buildings	201,250	201,250	11
Renovate HVAC System, Red Hill Building	158,700	158,700	12
Renovate Goranson Hall, Fine Arts Building	144,900	144,900	13
Renovate HVAC System, Vocational Arts Building	232,300	232,300	14
Renovate HVAC System, Trade and Technology Building	132,250	132,250	15
Renovate Beam Lab, Physical Science Building (09222)	365,750	365,750	16
Replace Carpet, CHE Building, University Place (09231)	126,555	126,555	17
SUBTOTAL	3,134,810	3,337,955	

FY2010 ALTERATION AND REPAIR PROJECTS

AGENCY / INSTITUTION	FUNDING ALLOCATION	AGENCY REQUESTS	PROJECT
UNIVERSITY OF IDAHO			
Extension, Stadium Drive (08267)	650,000	650,000	1
Life Safety, Buchanan Engineering Lab (Supplement 08264)	265,000	265,000	2
Replace Heat System/Controls and Piping System, Ridenbaugh Hall (09250)	735,000	735,000	3
Window Replacement, Brink and Phinney Hall (08265)	1,045,400	1,045,400	4
Replace Hello Steps, Administration Building Lawn	168,200	168,200	5
Retrofit and Repairs, Boiler D, Power Plant	414,800	414,800	6
SUBTOTAL	3,278,400	3,278,400	
LEWIS-CLARK STATE COLLEGE			
Replace Roof, Administration Building	194,000	194,000	1
Replace HVAC Systems, 3 Buildings	375,000	375,000	2
Repair Ten Elevators, Various Buildings	250,000	260,000	3
SUBTOTAL	819,000	829,000	
NORTH IDAHO COLLEGE			
Parking Lot Upgrades, Library and Winton Hall (09170)	289,000	289,000	1
Facilities Maintenance Shop and Vehicle Garage, Phase 1	415,000	325,000	2
SUBTOTAL	704,000	614,000	
COLLEGE OF SOUTHERN IDAHO			
Fire Alarm Systems, Gym and Desert Buildings	74,600	74,600	1
Water Tree and Fire Alarm System, Expo Building	50,600	50,600	2
Re-Lamp Canyon Building (09094)	170,600	170,600	3
Re-Lamp Evergreen Building	129,600	129,600	4
Re-Lamp, Aspen Building	58,900	58,900	5
Re-Lamp Desert Building	61,800	61,800	6
Carpet, Taylor Building and UI Wing of Evergreen Building	46,600	46,600	7
Air Conditioning, Diesel & Welding Classroom, Desert Building (09091)	44,000	44,000	8
SUBTOTAL	636,700	636,700	
EASTERN IDAHO TECHNICAL COLLEGE			
Replace Sidewalks, Campus Wide	250,000	250,000	1
Upgrade Light Fixtures, Technical Building 2	150,000	150,000	2
Repair and Sealcoat, Parking Lots/Roadways, Campus Wide	110,000	110,000	3
Replace Sprinkler System and Landscape, Christofferson Building 3 (09132)	43,000	43,000	4
SUBTOTAL	553,000	553,000	

FY2010 ALTERATION AND REPAIR PROJECTS

<i>AGENCY / INSTITUTION</i>	<i>FUNDING ALLOCATION</i>	<i>AGENCY REQUESTS</i>	<i>PROJECT</i>
IDAHO SCHOOL FOR THE DEAF AND BLIND			
Fire Sprinklers, North End, Infirmary Building	136,000	110,000	1
SUBTOTAL	136,000	110,000	
IDAHO STATE HISTORICAL SOCIETY			
Stabilize/Restore Two Yard Guard Towers, Old Pen (09282)	40,000	40,000	1
Replace Roof, Bureau of Reclamation, Boise	45,000	45,000	2
Stabilize/Reinstall Moat Retaining Walls, Dining Hall, Old Penitentiary	50,000	50,000	3
Stabilize and Restore, Cooperative Mercantile, Franklin Historical Site (09280)	85,000	85,000	4
SUBTOTAL	220,000	220,000	
TOTAL SBE:	12,596,910	13,194,055	

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**CONSENT AGENDA
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COLLEGE AND UNIVERSITIES OF THE STATE BOARD

SUBJECT

FY 2010 Intercollegiate Athletics Operating Budget Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section III.T.4.

BACKGROUND/ DISCUSSION

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 3 displays a four-part pie chart that shows FY 10 revenue by fund source by institution, followed by the FY 10 Board Limits on Allocation of Funds on page 4, and a two-part chart displaying selected athletic financial data on page 5.

Page 7 begins with worksheets for each institution displaying the following data:

- FY 08 Actual Expenditures (June 2008) – columns 1 & 2
- Latest FY 09 Estimate (May 2009) – columns 3 & 4
- Variance (\$ and %) comparing the FY 08 Actual with the latest FY 09 estimate – columns 5 & 6
- FY 10 Operating Budget (June 2009) – columns 7 & 8
- Variance (\$ & %) comparing the FY 10 proposed Budget with the FY 09 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.

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 10.

**CONSENT AGENDA
JUNE 18, 2009**

ATTACHMENTS

FY10 Revenue by Source by Institution	3
FY 10 Board Limits on Allocation of Funds	4
Student Fees, State and Institution Support % of Operating Revenues	5
Expenditures per Participant	5
FY 08 Actual, Revised Estimates for FY 09, and FY 10 Operating Budgets:	
Boise State University	7
Idaho State University	11
University of Idaho	15
Lewis Clark State College	19

STAFF COMMENTS

Pages 3 and 4 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.

The first shaded area of the individual institution reports, starting on page 8, displays the difference and percentage change for each revenue and expense category between the FY 08 actuals and the FY 09 estimate; the second shaded area shows the difference and percentage between the latest FY 09 estimate and the proposed FY 10 budget.

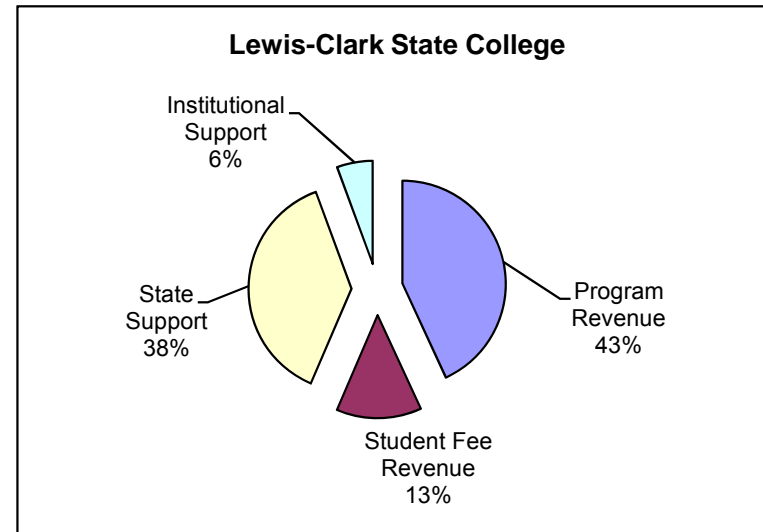
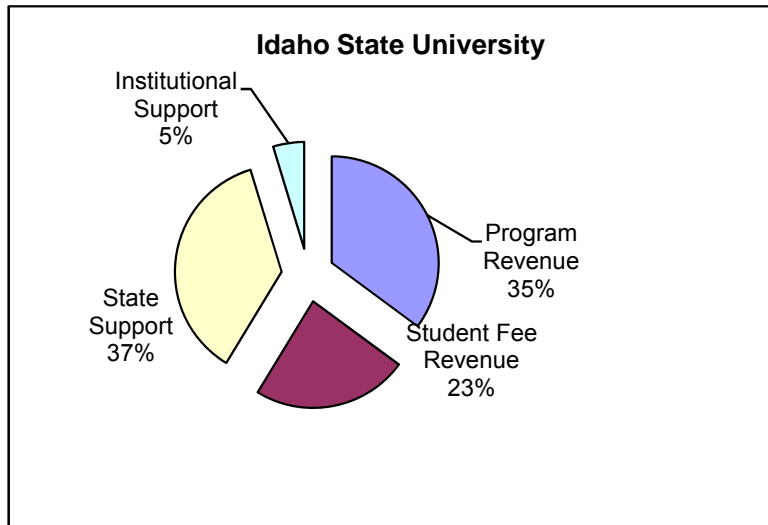
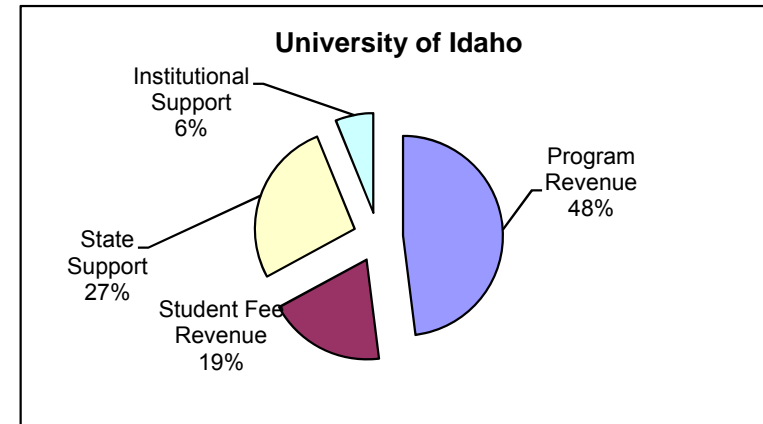
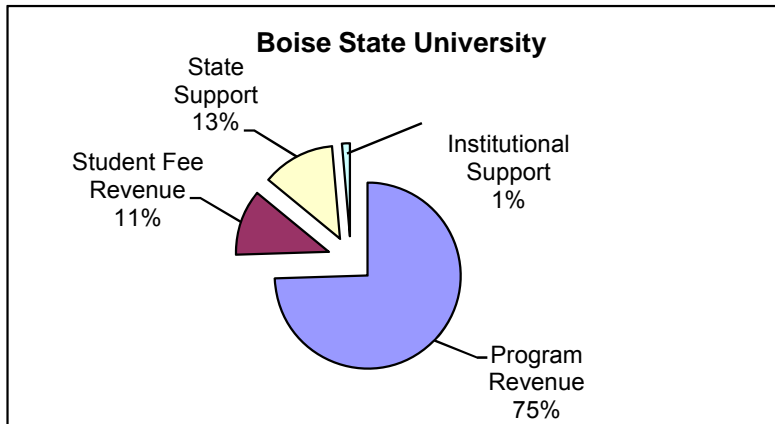
BOARD ACTION

A motion for the Board to accept the Intercollegiate Athletics reports as submitted.

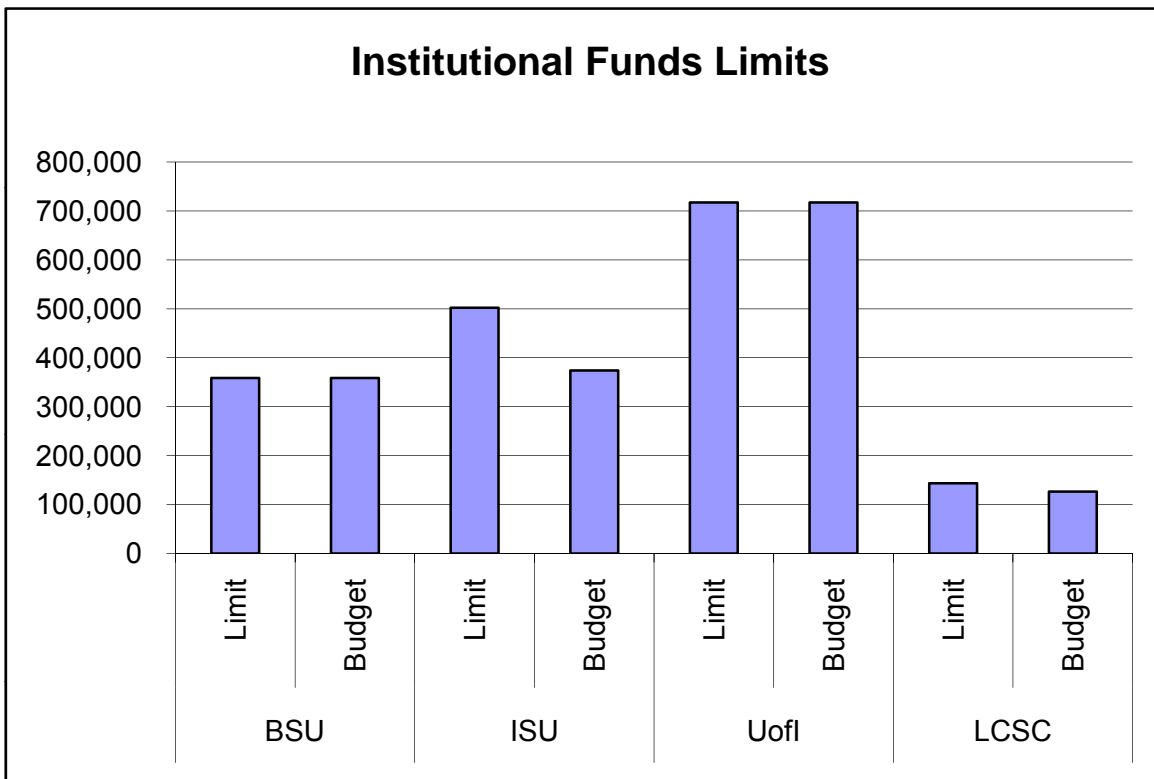
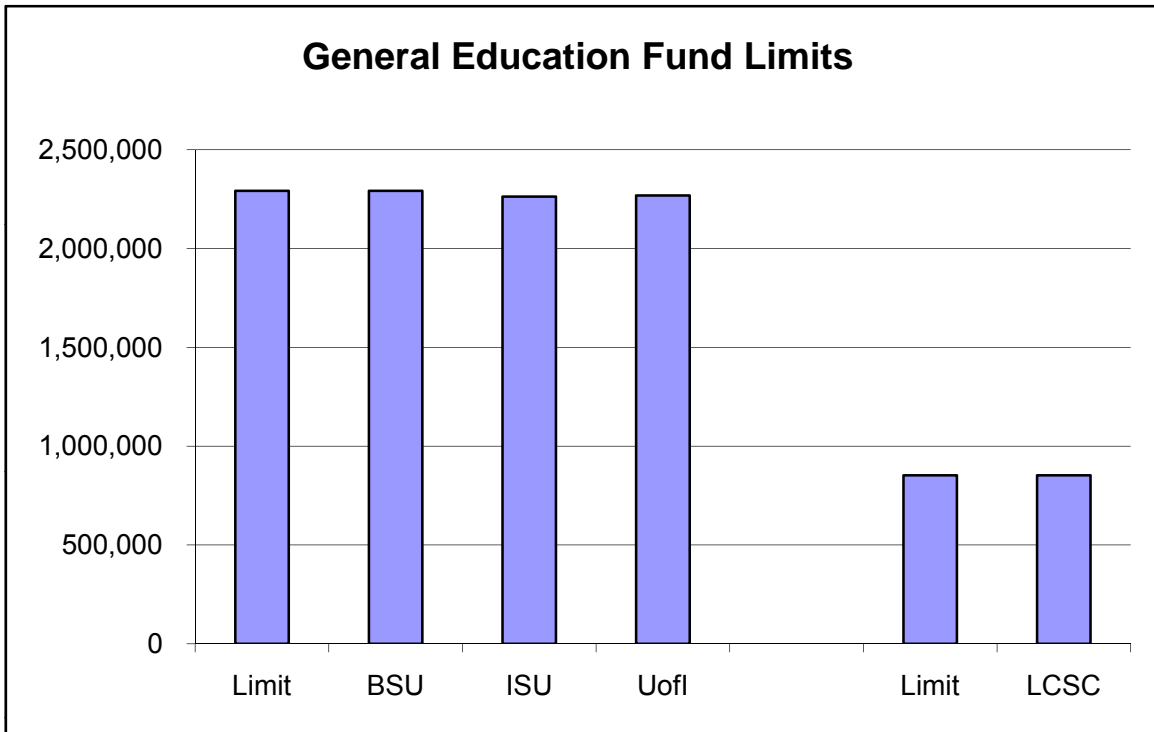
Moved by _____ Seconded by _____ Carried Yes_____ No_____

Intercollegiate Athletics

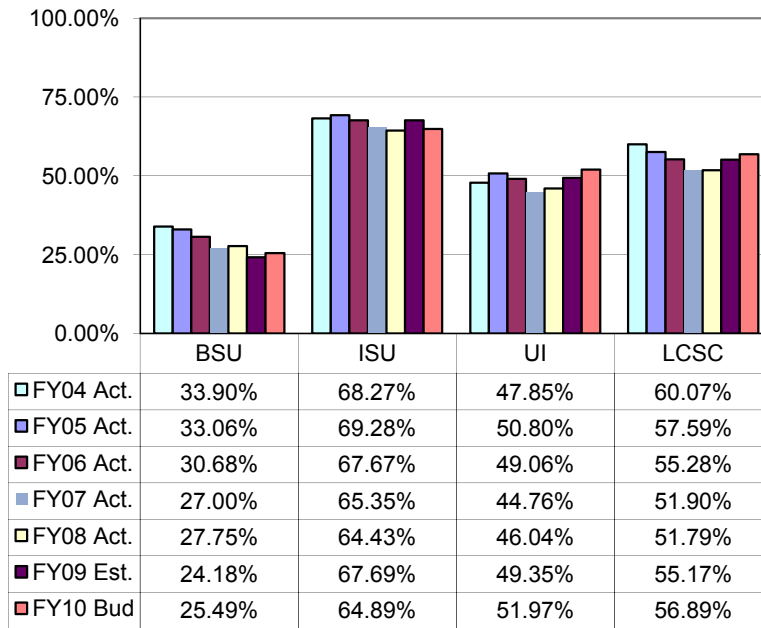
FY10 Revenue by Source by Institution



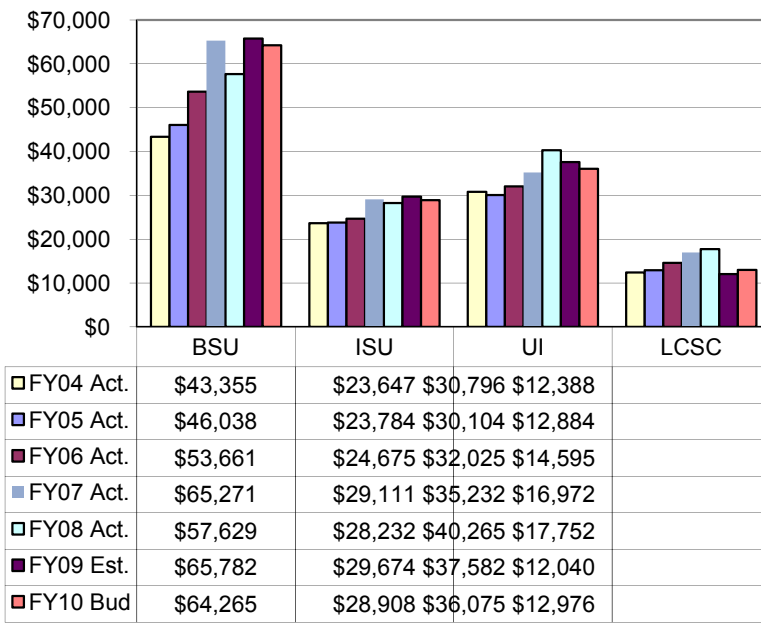
FY09 Board Limits on Allocation of Funds



Student Fee/State & Institution Support as a % of Total Revenue



Expenditures per Varsity Participant



**CONSENT AGENDA
JUNE 18, 2009**

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Boise State University
Intercollegiate Athletics Report
FY08 Actuals, Revised Estimates for FY09, and FY10 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
1 Revenue:										
2 Program Revenue:										
3 Ticket Sales	6,237,477	24.82%	5,285,046	17.86%	(952,431)	-15.27%	7,197,272	24.05%	1,912,226	36.18%
4 Guarantees	626,500	2.49%	650,000	2.20%	23,500	3.75%	560,000	1.87%	(90,000)	-13.85%
5 Contributions	2,884,410	11.48%	8,005,314	27.05%	5,120,904	177.54%	5,855,269	19.57%	(2,150,045)	-26.86%
6 NCAA/Conference/Tournaments	2,062,996	8.21%	1,535,523	5.19%	(527,473)	-25.57%	1,510,775	5.05%	(24,748)	-1.61%
7 TV/Radio/Internet Rights	142,046	0.57%	99,525	0.34%	(42,521)	-29.93%	171,850	0.57%	72,325	72.67%
8 Program/Novelty Sales, Concessionns, Parking	650,896	2.59%	812,524	2.75%	161,628	24.83%	956,583	3.20%	144,059	17.73%
9 Royalty, Advertisement, Sponsorship	2,253,195	8.97%	2,524,737	8.53%	271,542	12.05%	2,307,700	7.71%	(217,037)	-8.60%
10 Endowment/Investment Income	475,000	1.89%	360,000	1.22%	(115,000)	-24.21%	51,700	0.17%	(308,300)	-85.64%
11 Other	427,736	1.70%	371,952	1.26%	(55,784)	-13.04%	608,541	2.03%	236,589	63.61%
12 Total Program Revenue	15,760,256	62.71%	19,644,621	66.39%	3,884,365	24.65%	19,219,690	64.23%	(424,931)	-2.16%
13 Non-Program Revenue:										
14 NCAA/Bowl/World Series	24,085	0.10%	480,000	1.62%	455,915	1892.94%	30,000	0.10%	(450,000)	-93.75%
15 Student Fees	2,657,499	10.57%	2,694,423	9.11%	36,924	1.39%	2,957,538	9.88%	263,115	9.77%
16 Direct State/Govt Support	2,256,873	8.98%	2,365,023	7.99%	108,150	4.79%	2,292,300	7.66%	(72,723)	-3.07%
17 Gender Equity - Appropriated Funds	783,872	3.12%	976,872	3.30%	193,000	24.62%	976,872	3.26%	0	0.00%
18 Direct Institutional Support	363,300	1.45%	382,200	1.29%	18,900	5.20%	358,700	1.20%	(23,500)	-6.15%
19 Subtotal State/Institutional Support	3,404,045	13.54%	3,724,095	12.58%	320,050	9.40%	3,627,872	12.12%	(96,223)	-2.58%
20 Total Non-Program Revenue	6,085,629	24.21%	6,898,518	23.31%	812,889	13.36%	6,615,410	22.11%	(283,108)	-4.10%
21 Subtotal Operating Revenue	21,845,885	86.92%	26,543,139	89.70%	4,697,254	21.50%	25,835,100	86.34%	(708,039)	-2.67%
22 Non-Cash Revenue										
23 Third Party Support	198,150	0.79%	205,475	0.69%	7,325	3.70%	198,150	0.66%	(7,325)	-3.56%
24 Indirect Institutional Support	1,377,827	5.48%	1,288,499	4.35%	(89,328)	-6.48%	1,907,263	6.37%	618,764	48.02%
25 Non-Cash Revenue		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
26 Out-of-State Tuition Revenue	1,710,390	6.81%	1,554,490	5.25%	(155,900)	-9.11%	1,980,880	6.62%	426,390	27.43%
27 Subtotal Non-Cash Revenue	3,286,367	13.08%	3,048,464	10.30%	(237,903)	-7.24%	4,086,293	13.66%	1,037,829	34.04%
28 Total Revenue:	25,132,252	100.00%	29,591,603	100.00%	4,459,351	17.74%	29,921,393	100.00%	329,790	1.11%
29										
30 Expenditures										
31 Operating Expenditures:										
32 Athletics Student Aid	3,075,365	12.30%	3,510,059	11.76%	434,694	14.13%	3,594,745	12.01%	84,686	2.41%
33 Guarantees	640,449	2.56%	556,000	1.86%	(84,449)	-13.19%	725,000	2.42%	169,000	30.40%
34 Coaching Salary/Benefits	5,114,878	20.45%	6,480,305	21.71%	1,365,427	26.70%	6,746,763	22.55%	266,458	4.11%
35 Admin Staff Salary/Benefits	3,800,656	15.20%	4,398,188	14.73%	597,532	15.72%	4,284,794	14.32%	(113,394)	-2.58%
36 Severence Payments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Recruiting	359,735	1.44%	346,700	1.16%	(13,035)	-3.62%	307,000	1.03%	(39,700)	-11.45%
38 Team Travel	1,571,519	6.28%	1,904,289	6.38%	332,770	21.18%	1,975,090	6.60%	70,801	3.72%
39 Equipment, Uniforms and Supplies	1,815,709	7.26%	896,361	3.00%	(919,348)	-50.63%	857,510	2.87%	(38,851)	-4.33%
40 Game Expenses	577,832	2.31%	723,060	2.42%	145,228	25.13%	771,595	2.58%	48,535	6.71%
41 Fund Raising, Marketing, Promotion	389,334	1.56%	425,737	1.43%	36,403	9.35%	313,899	1.05%	(111,838)	-26.27%
42 Direct Facilities/Maint/Rentals	1,410,028	5.64%	2,102,309	7.04%	692,281	49.10%	984,831	3.29%	(1,117,478)	-53.15%
43 Debt Service on Facilities	1,260,904	5.04%	4,067,923	13.63%	2,807,019	222.62%	3,464,059	11.58%	(603,864)	-14.84%
44 Spirit Groups	80,843	0.32%	57,294	0.19%	(23,549)	-29.13%	97,237	0.32%	39,943	69.72%
45 Medical Expenses & Insurance	123,475	0.49%	48,550	0.16%	(74,925)	-60.68%	48,550	0.16%	0	0.00%
46 Memberships & Dues	487,382	1.95%	512,513	1.72%	25,131	5.16%	495,975	1.66%	(16,538)	-3.23%
47 NCAA/Special Event/Bowls	54,693	0.22%	185,450	0.62%	130,757	239.07%	18,990	0.06%	(166,460)	-89.76%
48 Other Operating Expenses	963,267	3.85%	624,487	2.09%	(338,780)	-35.17%	1,148,324	3.84%	523,837	83.88%
49 Subtotal Operating Expenditures	21,726,069	86.86%	26,839,225	89.90%	5,113,156	105.58%	25,834,362	86.34%	(1,004,863)	-1540.52%
50 Non-Cash Expenditures										
51 3rd Party Coaches Compensation	198,150	0.79%	198,150	0.66%	0	0.00%	198,150	0.66%	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	1,377,827	5.51%	1,368,076	4.58%	(9,751)	-0.71%	1,907,263	6.37%	539,187	39.41%
54 Non-Cash Expense		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
55 Out-of-State Tuition Expense	1,710,390	6.84%	1,449,975	4.86%	(260,415)	-15.23%	1,980,880	6.62%	530,905	36.61%
56 Subtotal Non-Cash Expenditures	3,286,367	13.14%	3,016,201	10.10%	(270,166)	-5.58%	4,086,293	13.66%	1,070,092	1640.52%
57 Total Expenditures:	25,012,436	100.00%	29,855,426	100.00%	4,842,990	19.36%	29,920,655	100.00%	65,229	0.22%

Boise State University
Intercollegiate Athletics Report
FY08 Actuals, Revised Estimates for FY09, and FY10 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
58										
59 Net Income/(deficit)	119,816		(263,823)		(383,639)	-320.19%	738		264,561	-100.28%
60										
61 Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)	896,068		632,245		(263,823)	-29.44%	632,983		738	0.12%
62										
63 Sport Camps & Clinics										
64 Revenue	445,799		400,000		(45,799)	-10.27%	400,000	1.34%	0	0.00%
65 Coach Compensation from Camp	254,355		150,000		(104,355)	-41.03%	150,000	0.50%	0	0.00%
66 Camp Expenses	341,076		250,000		(91,076)	-26.70%	250,000	0.84%	0	0.00%
67 Total Expenses	595,431		400,000		(195,431)	-32.82%	400,000	1.34%	0	0.00%
68										
69 Net Income from Camps	93,498		0		(93,498)	-100.00%	0		0	0.00%

Boise State University
Intercollegiate Athletics Report
FY08 Actuals, Revised Estimates for FY09, and FY10 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
Revenue by Program:										
1 General Revenue:										
2 Student Fees	2,657,499	12.16%	2,694,423	10.15%	36,924	1.39%	2,957,538	11.45%	263,115	9.77%
3 Contributions	2,884,410	13.20%	8,005,314	30.16%	5,120,904	177.54%	5,855,269	22.66%	(2,150,045)	-26.86%
4 State Support	2,256,873	10.33%	2,365,023	8.91%	108,150	4.79%	2,292,300	8.87%	(72,723)	-3.07%
5 Institutional Gender Equity	783,872	3.59%	976,872	3.68%	193,000	24.62%	976,872	3.78%	0	0.00%
6 Institutional Support	363,300	1.66%	382,200	1.44%	18,900	5.20%	358,700	1.39%	(23,500)	-6.15%
7 NCAA/Conference 2,	062,996	9.44%	1,535,523	5.79%	(527,473)	-25.57%	1,510,775	5.85%	(24,748)	-1.61%
8 TV/Radio/Internet	142,046	0.65%	99,525	0.37%	(42,521)	-29.93%	171,850	0.67%	72,325	72.67%
9 Concessions/program/etc.	650,896	2.98%	812,524	3.06%	161,628	24.83%	956,583	3.70%	144,059	17.73%
10 Advertising/sponsorship/Royalty	2,253,195	10.31%	2,524,737	9.51%	271,542	12.05%	2,307,700	8.93%	(217,037)	-8.60%
11 Endowments	475,000	2.17%	360,000	1.36%	(115,000)	-24.21%	51,700	0.20%	(308,300)	-85.64%
12 NCAA/Bowl/World Series	24,085	0.11%	480,000	1.81%	455,915	1892.94%	30,000	0.12%	(450,000)	-93.75%
13 Other	427,736	1.96%	371,952	1.40%	(55,784)	-13.04%	608,541	2.36%	236,589	63.61%
14 Total General Revenue	14,981,908	68.58%	20,608,093	77.64%	5,626,185	37.55%	18,077,828	69.97%	(2,530,265)	-12.28%
15 Revenue By Sport:										
16 Men's Programs:										
17 Football										
18 Ticket Sales	5,408,108	24.76%	4,583,404	17.27%	(824,704)	-15.25%	6,544,254	25.33%	1,960,850	42.78%
19 Game Guarantees	625,000	2.86%	650,000	2.45%	25,000	4.00%	450,000	1.74%	(200,000)	-30.77%
20 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21 Basketball		0.00%		0.00%		0.00%		0.00%		0.00%
22 Ticket Sales	742,608	3.40%	656,881	2.47%	(85,727)	-11.54%	594,300	2.30%	(62,581)	-9.53%
23 Game Guarantees	0	0.00%		0.00%	0	0.00%	110,000	0.43%	110,000	100.00%
24 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25 Track & Field/Cross Country	7,110	0.03%	2,323	0.01%	(4,787)	-67.33%	3,430	0.01%	1,107	47.65%
26 Tennis	1,500	0.01%		0.00%	(1,500)	-100.00%		0.00%	0	0.00%
27 Baseball Ticket Sales		0.00%		0.00%	0	0.00%	5,718	0.02%	5,718	100.00%
28 Wrestling	11,646	0.05%	3,871	0.01%	(7,775)	-66.76%		0.00%	(3,871)	-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	6,795,972	31.11%	5,896,479	22.21%	(899,493)	-13.24%	7,707,702	29.83%	1,811,223	30.72%
32 Women's Programs										
33 Volleyball										
34 Ticket Sales	11,384	0.05%	6,968	0.03%	(4,416)	-38.79%	4,955	0.02%	(2,013)	-28.89%
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						0.00%				0.00%
38 Ticket Sales	21,622	0.10%	18,952	0.07%	(2,670)	-12.35%	20,600	0.08%	1,648	8.70%
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	7,109	0.03%	2,323	0.01%	(4,786)	-67.32%	3,430	0.01%	1,107	47.65%
42 Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
43 Gymnastics	14,392	0.07%	10,324	0.04%	(4,068)	-28.27%	7,624	0.03%	(2,700)	-26.15%
44 Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45 Soccer	13,498	0.06%	0	0.00%	(13,498)	-100.00%	7,624	0.03%	7,624	100.00%
46 Softball		0.00%		0.00%	0	0.00%	5,337	0.02%	5,337	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	68,005	0.31%	38,567	0.15%	(29,438)	-43.29%	49,570	0.19%	11,003	28.53%
50 Total Revenue	21,845,885	100.00%	26,543,139	100.00%	4,697,254	21.50%	25,835,100	100.00%	(708,039)	-2.67%

Boise State University
Intercollegiate Athletics Report
FY08 Actuals, Revised Estimates for FY09, and FY10 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
51 Expenditures by Sport										
52 Administrative and General										
53 Athletic Director Office	1,137,606	5.24%	1,289,593	4.80%	151,987	13.36%	1,259,157	4.87%	(30,436)	-2.36%
54 Fund Raising Office	681,382	3.14%	702,591	2.62%	21,209	3.11%	596,117	2.31%	(106,474)	-15.15%
55 Academics Support	782,313	3.60%	850,538	3.17%	68,225	8.72%	736,716	2.85%	(113,822)	-13.38%
56 Media Relations	351,019	1.62%	354,001	1.32%	2,982	0.85%	315,282	1.22%	(38,719)	-10.94%
57 Marketing and Promotions	492,294	2.27%	588,078	2.19%	95,784	19.46%	527,286	2.04%	(60,792)	-10.34%
58 Ticket Office	265,279	1.22%	303,344	1.13%	38,065	14.35%	299,762	1.16%	(3,582)	-1.18%
59 Athletic Training Room	593,739	2.73%	525,875	1.96%	(67,864)	-11.43%	511,216	1.98%	(14,659)	-2.79%
60 Memberships and Dues	487,382	2.24%	512,513	1.91%	25,131	5.16%	495,975	1.92%	(16,538)	-3.23%
61 Facilities Mtn & Debt Service	2,606,173	12.00%	5,802,814	21.62%	3,196,641	122.66%	5,483,276	21.22%	(319,538)	-5.51%
62 Capital Improvements	1,027,905	4.73%	1,312,560	4.89%	284,655	27.69%	0	0.00%	(1,312,560)	-100.00%
63 NCAA/Special Event/Bowls	37,591	0.17%	185,450	0.69%	147,859	393.34%	18,990	0.07%	(166,460)	-89.76%
64 Other Miscellaneous	1,686,734	7.76%	1,782,338	6.64%	95,604	5.67%	2,273,447	8.80%	491,109	27.55%
65 Total Admin & General	10,149,417	46.72%	14,209,695	52.94%	4,060,278	40.01%	12,517,224	48.45%	(1,692,471)	-11.91%
66										
67 Men's Programs:										
68 Football	5,772,723	26.57%	5,983,393	22.29%	210,670	3.65%	6,730,688	26.05%	747,295	12.49%
69 Basketball	1,097,407	5.05%	1,246,693	4.65%	149,286	13.60%	1,228,460	4.76%	(18,233)	-1.46%
70 Track & Field/Cross Country	358,197	1.65%	416,131	1.55%	57,934	16.17%	419,156	1.62%	3,025	0.73%
71 Tennis	310,932	1.43%	296,720	1.11%	(14,212)	-4.57%	277,800	1.08%	(18,920)	-6.38%
72 Baseball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
73 Wrestling	376,418	1.73%	407,868	1.52%	31,450	8.36%	369,629	1.43%	(38,239)	-9.38%
74 Golf	171,692	0.79%	150,081	0.56%	(21,611)	-12.59%	141,267	0.55%	(8,814)	-5.87%
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	8,087,369	37.22%	8,500,886	31.67%	413,517	5.11%	9,167,000	35.48%	666,114	7.84%
78										
79 Women's Programs										
80 Volleyball	509,694	2.35%	509,517	1.90%	(177)	-0.03%	489,074	1.89%	(20,443)	-4.01%
81 Basketball	833,326	3.84%	976,812	3.64%	143,486	17.22%	984,290	3.81%	7,478	0.77%
82 Track & Field/Cross Country	416,838	1.92%	484,140	1.80%	67,302	16.15%	493,055	1.91%	8,915	1.84%
83 Tennis	271,551	1.25%	268,995	1.00%	(2,556)	-0.94%	266,858	1.03%	(2,137)	-0.79%
84 Gymnastics	438,173	2.02%	453,486	1.69%	15,313	3.49%	432,139	1.67%	(21,347)	-4.71%
85 Golf	193,903	0.89%	183,923	0.69%	(9,980)	-5.15%	174,233	0.67%	(9,690)	-5.27%
86 Soccer	419,012	1.93%	428,548	1.60%	9,536	2.28%	416,632	1.61%	(11,916)	-2.78%
87 Softball	5,254	0.02%	418,854	1.56%	413,600	7872.10%	464,587	1.80%	45,733	10.92%
88 Skiing	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
89 Swimming	401,532	1.85%	404,369	1.51%	2,837	0.71%	429,270	1.66%	24,901	6.16%
90 Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91 Total Women's Programs	3,489,283	16.06%	4,128,644	15.38%	639,361	18.32%	4,150,138	16.06%	21,494	0.52%
92										
93 Total Expenditures	21,726,069	100.00%	26,839,225	100.00%	5,113,156	23.53%	25,834,362	100.00%	(1,004,863)	-3.74%

Idaho 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)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
1 Revenue:										
2 Program Revenue:										
3 Ticket Sales	369,954	3.80%	322,450	3.35%	(47,504)	-12.84%	283,700	2.97%	(38,750)	-12.02%
4 Guarantees	644,000	6.62%	733,100	7.61%	89,100	13.84%	1,241,000	12.97%	507,900	69.28%
5 Contributions	569,504	5.85%	368,500	3.82%	(201,004)	-35.29%	280,200	2.93%	(88,300)	-23.96%
6 NCAA/Conference/Tournaments	532,650	5.47%	483,445	5.02%	(49,205)	-9.24%	434,000	4.54%	(49,445)	-10.23%
7 TV/Radio/Internet Rights	6,180	0.06%	5,000	0.05%	(1,180)	-19.10%	0	0.00%	(5,000)	-100.00%
8 Program/Novelty Sales, Concessionns, Parking	21,438	0.22%	17,500	0.18%	(3,938)	-18.37%	17,500	0.18%	0	0.00%
9 Royalty, Advertisement, Sponsorship	622,694	6.40%	550,000	5.71%	(72,694)	-11.67%	451,250	4.72%	(98,750)	-17.95%
10 Endowment/Investment Income	28,660	0.29%	28,910	0.30%	250	0.87%	23,950	0.25%	(4,960)	-17.16%
11 Other	95,440	0.98%	90,000	0.93%	(5,440)	-5.70%	60,069	0.63%	(29,931)	-33.26%
12 Total Program Revenue	2,890,521	29.70%	2,598,905	26.96%	(291,616)	-10.09%	2,791,669	29.18%	192,764	7.42%
13 Non-Program Revenue:										
14 NCAA/Bowl/World Series	750	0.01%	0	0.00%	(750)	-100.00%	0	0.00%	0	0.00%
15 Student Fees	1,805,222	18.55%	1,915,260	19.87%	110,038	6.10%	1,875,260	19.60%	(40,000)	-2.09%
16 Direct State/Govt Support	2,319,642	23.84%	2,442,600	25.34%	122,958	5.30%	2,262,900	23.65%	(179,700)	-7.36%
17 Gender Equity - Appropriated Funds	646,500	6.64%	646,500	6.71%	0	0.00%	646,500	6.76%	0	0.00%
18 Direct Institutional Support	465,603	4.78%	440,600	4.57%	(25,003)	-5.37%	374,000	3.91%	(66,600)	-15.12%
19 Subtotal State/Institutional Support	3,431,745	35.26%	3,529,700	36.62%	97,955	2.85%	3,283,400	34.32%	(246,300)	-6.98%
20 Total Non-Program Revenue	5,237,717	53.82%	5,444,960	56.49%	207,243	3.96%	5,158,660	53.92%	(286,300)	-5.26%
21 Subtotal Operating Revenue	8,128,238	83.53%	8,043,865	83.45%	(84,373)		7,950,329	83.10%	(93,536)	
22 Non-Cash Revenue										
23 Third Party Support	39,946	0.41%	40,000	0.41%	54	0.14%	30,000	0.31%	(10,000)	-25.00%
24 Indirect Institutional Support	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
25 Non-Cash Revenue	585,593	6.02%	580,000	6.02%	(5,593)	-0.96%	550,000	5.75%	(30,000)	-5.17%
26 Out-of-State Tuition Revenue	977,670	10.05%	975,000	10.12%	(2,670)	-0.27%	1,036,425	10.83%	61,425	6.30%
27 Subtotal Non-Cash Revenue	1,603,209	16.47%	1,595,000	16.55%	(8,209)	-0.51%	1,616,425	16.90%	21,425	1.34%
28 Total Revenue:	9,731,447	100.00%	9,638,865	100.00%	(92,582)	-0.95%	9,566,754	100.00%	(72,111)	-0.75%
29										
30 Expenditures										
31 Operating Expenditures:										
32 Athletics Student Aid	1,710,189	18.26%	1,766,686	18.56%	56,497	3.30%	1,830,150	19.13%	63,464	3.59%
33 Guarantees	93,500	1.00%	57,500	0.60%	(36,000)	-38.50%	87,500	0.91%	30,000	52.17%
34 Coaching Salary/Benefits	1,736,433	18.54%	1,913,392	20.10%	176,959	10.19%	1,848,435	19.32%	(64,957)	-3.39%
35 Admin Staff Salary/Benefits	1,462,110	15.61%	1,429,213	15.02%	(32,897)	-2.25%	1,394,825	14.58%	(34,388)	-2.41%
36 Severence Payments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37 Recruiting	254,262	2.71%	229,905	2.42%	(24,357)	-9.58%	215,803	2.26%	(14,102)	-6.13%
38 Team Travel	841,437	8.98%	792,299	8.32%	(49,138)	-5.84%	793,912	8.30%	1,613	0.20%
39 Equipment, Uniforms and Supplies	216,320	2.31%	276,644	2.91%	60,324	27.89%	236,814	2.48%	(39,830)	-14.40%
40 Game Expenses	310,724	3.32%	224,160	2.36%	(86,564)	-27.86%	243,865	2.55%	19,705	8.79%
41 Fund Raising, Marketing, Promotion	154,186	1.65%	170,448	1.79%	16,262	10.55%	161,448	1.69%	(9,000)	-5.28%
42 Direct Facilities/Maint/Rentals	149,771	1.60%	141,324	1.48%	(8,447)	-5.64%	142,142	1.49%	818	0.58%
43 Debt Service on Facilities	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44 Spirit Groups	54,322	0.58%	42,437	0.45%	(11,885)	-21.88%	42,437	0.44%	0	0.00%
45 Medical Expenses & Insurance	266,042	2.84%	325,010	3.41%	58,968	22.16%	325,010	3.40%	0	0.00%
46 Memberships & Dues	44,793	0.48%	51,000	0.54%	6,207	13.86%	51,000	0.53%	0	0.00%
47 NCAA/Special Event/Bowls	2,983	0.03%	0	0.00%	(2,983)	-100.00%	0	0.00%	0	0.00%
48 Other Operating Expenses	466,619	4.98%	502,847	5.28%	36,228	7.76%	576,462	6.03%	73,615	14.64%
49 Subtotal Operating Expenditures	7,763,692	82.88%	7,922,865	83.24%	159,173	105.44%	7,949,803	83.10%	26,938	55.70%
50 Non-Cash Expenditures										
51 3rd Party Coaches Compensation	35,526	0.38%	36,000	0.38%	474	1.33%	27,500	0.29%	(8,500)	-23.61%
52 3rd Party Admin Staff Compensation	4,420	0.05%	4,000	0.04%	(420)	-9.50%	2,500	0.03%	(1,500)	-37.50%
53 Indirect Facilities & Admin Support	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
54 Non-Cash Expense	585,593	6.25%	580,000	6.09%	(5,593)	-0.96%	550,000	5.75%	(30,000)	-5.17%
55 Out-of-State Tuition Expense	977,670	10.44%	975,000	10.24%	(2,670)	-0.27%	1,036,425	10.83%	61,425	6.30%
56 Subtotal Non-Cash Expenditures	1,603,209	17.12%	1,595,000	16.76%	(8,209)	-5.44%	1,616,425	16.90%	21,425	44.30%
57 Total Expenditures:	9,366,901	100.00%	9,517,865	100.00%	150,964	1.61%	9,566,228	100.00%	48,363	0.51%

**Idaho State University
Intercollegiate Athletics Report
FY08 Actuals, Revised Estimates for FY09, and FY10 Operating Budgets**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
58										
59 Net Income/(deficit)	364,546		121,000		(243,546)	-66.81%	526		(120,474)	-99.57%
60										
61 Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)	226,812		347,812		121,000	53.35%	348,338		526	0.15%
62										
63 Sport Camps & Clinics										
64 Revenue	227,303		200,000		(27,303)	-12.01%	150,000	1.57%	(50,000)	-25.00%
65 Coach Compensation from Camp	49,190		80,000		30,810	62.63%	90,000	0.94%	10,000	12.50%
66 Camp Expenses	193,807		120,000		(73,807)	-38.08%	60,000	0.63%	(60,000)	-50.00%
67 Total Expenses	242,997		200,000		(42,997)	-17.69%	150,000	1.57%	(50,000)	-25.00%
68										
69 Net Income from Camps	-15,695		0		15,695	-100.00%	0		0	0.00%

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Intercollegiate Athletics Report
FY08 Actuals, Revised Estimates for FY09, and FY10 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
Revenue by Program:										
1 General Revenue:										
2 Student Fees	1,805,222	22.21%	1,915,260	23.81%	110,038	6.10%	1,875,260	23.59%	(40,000)	-2.09%
3 Contributions	569,504	7.01%	368,500	4.58%	(201,004)	-35.29%	280,200	3.52%	(88,300)	-23.96%
4 State Support	2,319,642	28.54%	2,442,600	30.37%	122,958	5.30%	2,262,900	28.46%	(179,700)	-7.36%
5 Institutional Gender Equity	646,500	7.95%	646,500	8.04%	0	0.00%	646,500	8.13%	0	0.00%
6 Institutional Support	465,603	5.73%	440,600	5.48%	(25,003)	-5.37%	374,000	4.70%	(66,600)	-15.12%
7 NCAA/Conference 532,650		6.55%	483,445	6.01%	(49,205)	-9.24%	434,000	5.46%	(49,445)	-10.23%
8 TV/Radio/Internet	6,180	0.08%	5,000	0.06%	(1,180)	-19.10%	0	0.00%	(5,000)	-100.00%
9 Concessions/program/etc.	21,438	0.26%	17,500	0.22%	(3,938)	-18.37%	17,500	0.22%	0	0.00%
10 Advertising/sponsorship/Royalty	622,694	7.66%	550,000	6.84%	(72,694)	-11.67%	451,250	5.68%	(98,750)	-17.95%
11 Endowments	28,660	0.35%	28,910	0.36%	250	0.87%	23,950	0.30%	(4,960)	-17.16%
12 NCAA/Bowl/World Series	750	0.01%	0	0.00%	(750)	-100.00%	0	0.00%	0	0.00%
13 Other	98,842	1.22%	90,000	1.12%	(8,842)	-8.95%	60,069	0.76%	(29,931)	-33.26%
14 Total General Revenue	7,117,686	87.57%	6,988,315	86.88%	(129,371)	-1.82%	6,425,629	80.82%	(562,686)	-8.05%
15 Revenue By Sport:										
16 Men's Programs:										
17 Football										
18 Ticket Sales	196,636	2.42%	135,956	1.69%	(60,680)	-30.86%	135,000	1.70%	(956)	-0.70%
19 Game Guarantees	300,000	3.69%	405,000	5.03%	105,000	35.00%	900,000	11.32%	495,000	122.22%
20 Other (Tourn/Bowl/Conf)	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21 Basketball										
22 Ticket Sales	131,526	1.62%	165,000	2.05%	33,474	25.45%	123,500	1.55%	(41,500)	-25.15%
23 Game Guarantees	315,000	3.88%	305,000	3.79%	(10,000)	-3.17%	285,000	3.58%	(20,000)	-6.56%
24 Other (Tourn/Bowl/Conf)	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25 Track & Field/Cross Country	4,136	0.05%	2,000	0.02%	(2,136)	-51.64%	2,000	0.03%	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	947,298	11.65%	1,012,956	12.59%	65,658	6.93%	1,445,500	18.18%	432,544	42.70%
32 Women's Programs										
33 Volleyball										
34 Ticket Sales	3,063	0.04%	2,688	0.03%	(375)	-12.24%	3,200	0.04%	512	19.05%
35 Game Guarantees	0	0.00%	3,600	0.04%	3,600	100.00%		0.00%	(3,600)	-100.00%
36 Other (Tourn/Bowl/Conf)	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Basketball										
38 Ticket Sales	23,600	0.29%	12,000	0.15%	(11,600)	-49.15%	15,000	0.19%	3,000	25.00%
39 Game Guarantees	23,000	0.28%	19,500	0.24%	(3,500)	-15.22%	56,000	0.70%	36,500	187.18%
40 Other (Tourn/Bowl/Conf)	750	0.01%	0	0.00%	(750)	-100.00%		0.00%	0	0.00%
41 Track & Field/Cross Country	4,136	0.05%	2,000	0.02%	(2,136)	-51.64%	2,000	0.03%	0	0.00%
42 Tennis	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
43 Gymnastics	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44 Golf	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45 Soccer	3,705	0.05%	2,806	0.03%	(899)	-24.26%	3,000	0.04%	194	6.91%
46 Softball	5,000	0.06%	0	0.00%	(5,000)	-100.00%		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	63,254	0.78%	42,594	0.53%	(20,660)	-32.66%	79,200	1.00%	36,606	85.94%
50 Total Revenue	8,128,238	100.00%	8,043,865	100.00%	(84,373)	-1.04%	7,950,329	100.00%	(93,536)	-1.16%

Idaho State University
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					(3-1)	(5/1)			(7-3)	(9/3)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
51 Expenditures by Sport										
52 Administrative and General										
53 Athletic Director Office	839,554	10.81%	699,960	8.83%	(139,594)	-16.63%	731,239	9.20%	31,279	4.47%
54 Fund Raising Office	188,197	2.42%	191,360	2.42%	3,163	1.68%	193,901	2.44%	2,541	1.33%
55 Academics Support	202,937	2.61%	190,950	2.41%	(11,987)	-5.91%	198,730	2.50%	7,780	4.07%
56 Media Relations	170,117	2.19%	210,328	2.65%	40,211	23.64%	189,818	2.39%	(20,510)	-9.75%
57 Marketing and Promotions	153,193	1.97%	193,000	2.44%	39,807	25.98%	193,664	2.44%	664	0.34%
58 Ticket Office	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
59 Athletic Training Room	250,145	3.22%	282,337	3.56%	32,192	12.87%	282,973	3.56%	636	0.23%
60 Memberships and Dues	44,793	0.58%	45,000	0.57%	207	0.46%	51,000	0.64%	6,000	13.33%
61 Facilities Mtn & Debt Service	85,000	1.09%	85,000	1.07%	0	0.00%	85,000	1.07%	0	0.00%
62 Capital Improvements	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
63 NCAA/Special Event/Bowls	750	0.01%	0	0.00%	(750)	-100.00%		0.00%	0	0.00%
64 Other Miscellaneous	616,395	7.94%	595,860	7.52%	(20,535)	-3.33%	571,864	7.19%	(23,996)	-4.03%
65 Total Admin & General	2,551,081	32.86%	2,493,795	31.48%	(57,286)	-2.25%	2,498,189	31.42%	4,394	0.18%
66										
67 Men's Programs:										
68 Football	1,817,596	23.41%	1,922,790	24.27%	105,194	5.79%	1,999,326	25.15%	76,536	3.98%
69 Basketball	764,289	9.84%	825,551	10.42%	61,262	8.02%	746,844	9.39%	(78,707)	-9.53%
70 Track & Field/Cross Country	293,231	3.78%	287,149	3.62%	(6,082)	-2.07%	288,127	3.62%	978	0.34%
71 Tennis	96,929	1.25%	92,874	1.17%	(4,055)	-4.18%	97,921	1.23%	5,047	5.43%
72 Baseball	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
73 Wrestling	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
74 Golf	82,823	1.07%	12,615	0.16%	(70,208)	-84.77%	4,100	0.05%	(8,515)	-67.50%
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	3,054,868	39.35%	3,140,979	39.64%	86,111	2.82%	3,136,318	39.45%	(4,661)	-0.15%
78										
79 Women's Programs										
80 Volleyball	332,383	4.28%	366,522	4.63%	34,139	10.27%	367,781	4.63%	1,259	0.34%
81 Basketball	594,512	7.66%	628,221	7.93%	33,709	5.67%	630,751	7.93%	2,530	0.40%
82 Track & Field/Cross Country	338,039	4.35%	375,409	4.74%	37,370	11.05%	383,930	4.83%	8,521	2.27%
83 Tennis	112,339	1.45%	106,221	1.34%	(6,118)	-5.45%	122,834	1.55%	16,613	15.64%
84 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
85 Golf	104,199	1.34%	102,023	1.29%	(2,176)	-2.09%	100,415	1.26%	(1,608)	-1.58%
86 Soccer	370,437	4.77%	413,305	5.22%	42,868	11.57%	407,220	5.12%	(6,085)	-1.47%
87 Softball	305,834	3.94%	296,390	3.74%	(9,444)	-3.09%	302,365	3.80%	5,975	2.02%
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	2,157,743	27.79%	2,288,091	28.88%	130,348	6.04%	2,315,296	29.12%	27,205	1.19%
92										
93 Total Expenditures	7,763,692	100.00%	7,922,865	100.00%	159,173	2.05%	7,949,803	100.00%	26,938	0.34%

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					(3-1)	(5/1)			(7-3)	(9/3)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
1 Revenue:										
2 Program Revenue:										
3 Ticket Sales	480,817	3.22%	872,540	5.84%	391,723	81.47%	510,000	3.49%	(362,540)	-41.55%
4 Guarantees	1,165,000	7.81%	1,005,000	6.73%	(160,000)	-13.73%	839,000	5.73%	(166,000)	-16.52%
5 Contributions	2,631,059	17.63%	2,283,579	15.29%	(347,480)	-13.21%	2,171,400	14.84%	(112,179)	-4.91%
6 NCAA/Conference/Tournaments	1,446,488	9.69%	1,354,205	9.07%	(92,283)	-6.38%	1,326,147	9.06%	(28,058)	-2.07%
7 TV/Radio/Internet Rights	150,000	1.01%	50,000	0.33%	(100,000)	-66.67%	50,000	0.34%	0	0.00%
8 Program/Novelty Sales, Concessionns, Parking	40,579	0.27%	44,500	0.30%	3,921	9.66%	44,500	0.30%	0	0.00%
9 Royalty, Advertisement, Sponsorship	273,569	1.83%	124,917	0.84%	(148,652)	-54.34%	397,100	2.71%	272,183	217.89%
10 Endowment/Investment Income	245,278	1.64%	283,000	1.89%	37,722	15.38%	240,000	1.64%	(43,000)	-15.19%
11 Other	129,704	0.87%	33,650	0.23%	(96,054)	-74.06%	15,000	0.10%	(18,650)	-55.42%
12 Total Program Revenue	6,562,494	43.98%	6,051,391	40.52%	(511,103)	-7.79%	5,593,147	38.22%	(458,244)	-7.57%
13 Non-Program Revenue:										
14 NCAA/Bowl/World Series		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
15 Student Fees	2,048,266	13.73%	2,155,689	14.43%	107,423	5.24%	2,220,000	15.17%	64,311	2.98%
16 Direct State/Govt Support	2,263,906	15.17%	2,150,549	14.40%	(113,357)	-5.01%	2,268,559	15.50%	118,010	5.49%
17 Gender Equity - Appropriated Funds	561,560	3.76%	846,560	5.67%	285,000	50.75%	846,560	5.79%	0	0.00%
18 Direct Institutional Support	726,500	4.87%	743,900	4.98%	17,400	2.40%	717,400	4.90%	(26,500)	-3.56%
19 Subtotal State/Institutional Support	3,551,966	23.80%	3,741,009	25.05%	189,043	5.32%	3,832,519	26.19%	91,510	2.45%
20 Total Non-Program Revenue	5,600,232	37.53%	5,896,698	39.48%	296,466	5.29%	6,052,519	41.36%	155,821	2.64%
21 Subtotal Operating Revenue	12,162,726	81.51%	11,948,089	80.00%	(214,637)		11,645,666	79.59%	(302,423)	
22 Non-Cash Revenue										
23 Third Party Support	260,750	1.75%	258,500	1.73%	(2,250)	-0.86%	258,500	1.77%	0	0.00%
24 Indirect Institutional Support	280,304	1.88%	400,000	2.68%	119,696	42.70%	400,000	2.73%	0	0.00%
25 Non-Cash Revenue	474,493	3.18%	528,586	3.54%	54,093	11.40%	528,586	3.61%	0	0.00%
26 Out-of-State Tuition Revenue	1,743,952	11.69%	1,800,000	12.05%	56,048	3.21%	1,800,000	12.30%	0	0.00%
27 Subtotal Non-Cash Revenue	2,759,499	18.49%	2,987,086	20.00%	227,587	8.25%	2,987,086	20.41%	0	0.00%
28 Total Revenue:	14,922,225	100.00%	14,935,175	100.00%	12,950	0.09%	14,632,752	100.00%	(302,423)	-2.02%
29										
30 Expenditures										
31 Operating Expenditures:										
32 Athletics Student Aid	2,480,796	16.19%	2,413,469	15.64%	(67,327)	-2.71%	2,573,560	17.07%	160,091	6.63%
33 Guarantees	288,486	1.88%	300,100	1.95%	11,614	4.03%	277,125	1.84%	(22,975)	-7.66%
34 Coaching Salary/Benefits	2,391,727	15.61%	2,704,783	17.53%	313,056	13.09%	2,657,898	17.63%	(46,885)	-1.73%
35 Admin Staff Salary/Benefits	1,898,039	12.39%	1,948,887	12.63%	50,848	2.68%	1,899,412	12.60%	(49,475)	-2.54%
36 Severence Payments	94,118	0.61%	0	0.00%	(94,118)	-100.00%	0	0.00%	0	0.00%
37 Recruiting	491,207	3.21%	401,405	2.60%	(89,802)	-18.28%	379,340	2.52%	(22,065)	-5.50%
38 Team Travel	1,470,544	9.60%	1,644,164	10.66%	173,620	11.81%	1,303,655	8.65%	(340,509)	-20.71%
39 Equipment, Uniforms and Supplies	371,074	2.42%	388,206	2.52%	17,132	4.62%	346,818	2.30%	(41,388)	-10.66%
40 Game Expenses	390,412	2.55%	569,258	3.69%	178,846	45.81%	592,007	3.93%	22,749	4.00%
41 Fund Raising, Marketing, Promotion	223,699	1.46%	183,419	1.19%	(40,280)	-18.01%	185,644	1.23%	2,225	1.21%
42 Direct Facilities/Maint/Rentals	27,089	0.18%	12,500	0.08%	(14,589)	-53.86%	12,500	0.08%	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	336,028	2.19%	346,700	2.25%	10,672	3.18%	319,250	2.12%	(27,450)	-7.92%
46 Memberships & Dues	415,144	2.71%	409,500	2.65%	(5,644)	-1.36%	409,100	2.71%	(400)	-0.10%
47 NCAA/Special Event/Bowls	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
48 Other Operating Expenses	1,684,310	10.99%	1,117,352	7.24%	(566,958)	-33.66%	1,128,863	7.49%	11,511	1.03%
49 Subtotal Operating Expenditures	12,562,673	81.99%	12,439,743	80.64%	(122,930)	-117.46%	12,085,172	80.18%	(354,571)	100.00%
50 Non-Cash Expenditures										
51 3rd Party Coaches Compensation	243,250	1.59%	241,000	1.56%	(2,250)	-0.92%	241,000	1.60%	0	0.00%
52 3rd Party Admin Staff Compensation	17,500	0.11%	17,500	0.11%	0	0.00%	17,500	0.12%	0	0.00%
53 Indirect Facilities & Admin Support	280,304	1.83%	400,000	2.59%	119,696	42.70%	400,000	2.65%	0	0.00%
54 Non-Cash Expense	474,493	3.10%	528,586	3.43%	54,093	11.40%	528,586	3.51%	0	0.00%
55 Out-of-State Tuition Expense	1,743,952	11.38%	1,800,000	11.67%	56,048	3.21%	1,800,000	11.94%	0	0.00%
56 Subtotal Non-Cash Expenditures	2,759,499	18.01%	2,987,086	19.36%	227,587	217.46%	2,987,086	19.82%	0	0.00%
57 Total Expenditures:	15,322,172	100.00%	15,426,829	100.00%	104,657	0.68%	15,072,258	100.00%	(354,571)	-2.30%

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	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
58										
59 Net Income/(deficit)	(399,947)		(491,654)		(91,707)	22.93%	(439,506)		52,148	-10.61%
60										
61 Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)	285,819		(205,835)		(491,654)	-172.02%	(645,341)		(439,506)	213.52%
62										
63 Sport Camps & Clinics										
64 Revenue	285,983		314,900		28,917	10.11%	314,900	2.09%	0	0.00%
65 Coach Compensation from Camp	69,711		63,843		(5,868)	-8.42%	63,843	0.42%	0	0.00%
66 Camp Expenses	218,561		251,057		32,496	14.87%	251,057	1.67%	0	0.00%
67 Total Expenses	288,272		314,900		26,628	9.24%	314,900	2.09%	0	0.00%
68										
69 Net Income from Camps	-2,289		0		2,289	-100.00%	0		0	0.00%

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	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
Revenue by Program:										
1 General Revenue:										
2 Student Fees	2,048,266	16.84%	2,155,689	18.04%	107,423	5.24%	2,220,000	19.06%	64,311	2.98%
3 Contributions	2,631,059	21.63%	2,283,579	19.11%	(347,480)	-13.21%	2,171,400	18.65%	(112,179)	-4.91%
4 State Support	2,263,906	18.61%	2,150,549	18.00%	(113,357)	-5.01%	2,268,559	19.48%	118,010	5.49%
5 Institutional Gender Equity	561,560	4.62%	846,560	7.09%	285,000	50.75%	846,560	7.27%	0	0.00%
6 Institutional Support	726,500	5.97%	743,900	6.23%	17,400	2.40%	717,400	6.16%	(26,500)	-3.56%
7 NCAA/Conference 1,446,488		11.89%	1,354,205	11.33%	(92,283)	-6.38%	1,326,147	11.39%	(28,058)	-2.07%
8 TV/Radio/Internet	150,000	1.23%	50,000	0.42%	(100,000)	-66.67%	50,000	0.43%	0	0.00%
9 Concessions/program/etc.	40,579	0.33%	44,500	0.37%	3,921	9.66%	44,500	0.38%	0	0.00%
10 Advertising/sponsorship/Royalty	273,569	2.25%	124,917	1.05%	(148,652)	-54.34%	397,100	3.41%	272,183	217.89%
11 Endowments	245,278	2.02%	283,000	2.37%	37,722	15.38%	240,000	2.06%	(43,000)	-15.19%
12 NCAA/Bowl/World Series	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
13 Other	129,704	1.07%	33,650	0.28%	(96,054)	-74.06%	15,000	0.13%	(18,650)	-55.42%
14 Total General Revenue	10,516,909	86.47%	10,070,549	84.29%	(446,360)	-4.24%	10,296,666	88.42%	226,117	2.25%
15 Revenue By Sport:										
16 Men's Programs:										
17 Football										
18 Ticket Sales	425,052	3.49%	799,784	6.69%	374,732	88.16%	445,000	3.82%	(354,784)	-44.36%
19 Game Guarantees	1,060,000	8.72%	850,000	7.11%	(210,000)	-19.81%	725,000	6.23%	(125,000)	-14.71%
20 Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
21 Basketball										
22 Ticket Sales	31,804	0.26%	58,098	0.49%	26,294	82.68%	50,000	0.43%	(8,098)	-13.94%
23 Game Guarantees	100,000	0.82%	140,000	1.17%	40,000	40.00%	100,000	0.86%	(40,000)	-28.57%
24 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25 Track & Field/Cross Country	0	0.00%		0.00%	0	0.00%		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	1,616,856	13.29%	1,847,882	15.47%	231,026	14.29%	1,320,000	11.33%	(527,882)	-28.57%
32 Women's Programs										
33 Volleyball										
34 Ticket Sales	12,315	0.10%	7,763	0.06%	(4,552)	-36.96%	8,000	0.07%	237	3.05%
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	11,646	0.10%	6,895	0.06%	(4,751)	-40.80%	7,000	0.06%	105	1.52%
39 Game Guarantees	5,000	0.04%	15,000	0.13%	10,000	200.00%	14,000	0.12%	(1,000)	-6.67%
40 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
41 Track & Field/Cross Country		0.00%		0.00%	0	0.00%		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	28,961	0.24%	29,658	0.25%	697	2.41%	29,000	0.25%	(658)	-2.22%
50 Total Revenue	12,162,726	100.00%	11,948,089	100.00%	(214,637)	-1.76%	11,645,666	100.00%	(302,423)	-2.53%

University of Idaho
Intercollegiate Athletics Report
FY08 Actuals, Revised Estimates for FY09, and FY10 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
51 Expenditures by Sport										
52 Administrative and General										
53 Athletic Director Office	710,283	5.65%	869,222	6.99%	158,939	22.38%	965,955	7.99%	96,733	11.13%
54 Fund Raising Office	376,990	3.00%	355,327	2.86%	(21,663)	-5.75%	342,427	2.83%	(12,900)	-3.63%
55 Academics Support	265,112	2.11%	287,120	2.31%	22,008	8.30%	214,464	1.77%	(72,656)	-25.31%
56 Media Relations	218,419	1.74%	223,563	1.80%	5,144	2.36%	205,256	1.70%	(18,307)	-8.19%
57 Marketing and Promotions	148,638	1.18%	107,346	0.86%	(41,292)	-27.78%	121,667	1.01%	14,321	13.34%
58 Ticket Office	30,369	0.24%	40,036	0.32%	9,667	31.83%	44,076	0.36%	4,040	10.09%
59 Athletic Training Room	625,537	4.98%	283,950	2.28%	(341,587)	-54.61%	259,000	2.14%	(24,950)	-8.79%
60 Memberships and Dues	405,355	3.23%	409,500	3.29%	4,145	1.02%	409,100	3.39%	(400)	-0.10%
61 Facilities Mtn & Debt Service	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
62 Capital Improvements	537,515	4.28%	53,950	0.43%	(483,565)	-89.96%	11,750	0.10%	(42,200)	-78.22%
63 NCAA/Special Event/Bowls	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
64 Other Miscellaneous	743,966	5.92%	988,654	7.95%	244,688	32.89%	961,559	7.96%	(27,095)	-2.74%
65 Total Admin & General	4,062,184	32.34%	3,618,668	29.09%	(443,516)	-10.92%	3,535,253	29.25%	(83,415)	-2.31%
66										
67 Men's Programs:										
68 Football	3,626,395	28.87%	3,988,390	32.06%	361,995	9.98%	3,727,018	30.84%	(261,372)	-6.55%
69 Basketball	1,107,745	8.82%	1,076,253	8.65%	(31,492)	-2.84%	1,061,763	8.79%	(14,490)	-1.35%
70 Track & Field/Cross Country	384,230	3.06%	363,221	2.92%	(21,009)	-5.47%	362,581	3.00%	(640)	-0.18%
71 Tennis	110,977	0.88%	155,014	1.25%	44,037	39.68%	162,913	1.35%	7,899	5.10%
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	179,376	1.43%	161,649	1.30%	(17,727)	-9.88%	161,729	1.34%	80	0.05%
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	5,408,723	43.05%	5,744,527	46.18%	335,804	6.21%	5,476,005	45.31%	(268,522)	-4.67%
78										
79 Women's Programs										
80 Volleyball	565,890	4.50%	605,434	4.87%	39,544	6.99%	603,593	4.99%	(1,841)	-0.30%
81 Basketball	803,362	6.39%	861,532	6.93%	58,170	7.24%	817,064	6.76%	(44,468)	-5.16%
82 Track & Field/Cross Country	529,622	4.22%	450,103	3.62%	(79,519)	-15.01%	452,415	3.74%	2,312	0.51%
83 Tennis	138,986	1.11%	198,875	1.60%	59,889	43.09%	203,014	1.68%	4,139	2.08%
84 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
85 Golf	207,810	1.65%	186,376	1.50%	(21,434)	-10.31%	191,845	1.59%	5,469	2.93%
86 Soccer	403,600	3.21%	408,919	3.29%	5,319	1.32%	426,333	3.53%	17,414	4.26%
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	442,496	3.52%	365,309	2.94%	(77,187)	-17.44%	379,649	3.14%	14,340	3.93%
90 Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91 Total Women's Programs	3,091,766	24.61%	3,076,548	24.73%	(15,218)	-0.49%	3,073,914	25.44%	94,325	3.07%
92										
93 Total Expenditures	12,562,673	100.00%	12,439,743	100.00%	(122,930)	-0.98%	12,085,172	100.00%	(354,571)	-2.85%

**Lewis Clark College
Intercollegiate Athletics Report
FY08 Actuals, Revised Estimates for FY09, and FY10 Operating Budgets**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
1 Revenue:										
2 Program Revenue:										
3 Ticket Sales	40,859	1.24%	34,091	1.06%	(6,768)	-16.56%	34,000	0.98%	(91)	-0.27%
4 Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
5 Contributions	514,218	15.63%	417,823	13.01%	(96,395)	-18.75%	439,800	12.73%	21,977	5.26%
6 NCAA/Conference/Tournaments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
7 TV/Radio/Internet Rights	6,300	0.19%	3,600	0.11%	(2,700)	-42.86%	5,000	0.14%	1,400	38.89%
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	561,377	17.07%	455,514	14.18%	(105,863)	-18.86%	478,800	13.86%	23,286	5.11%
13 Non-Program Revenue:										
14 NCAA/Bowl/World Series	605,197	18.40%	476,250	14.83%	(128,947)	-21.31%	490,000	14.18%	13,750	2.89%
15 Student Fees	294,890	8.96%	287,440	8.95%	(7,450)	-2.53%	300,000	8.68%	12,560	4.37%
16 Direct State/Govt Support	831,880	25.29%	732,874	22.82%	(99,006)	-11.90%	852,200	24.67%	119,326	16.28%
17 Gender Equity - Appropriated Funds		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
18 Direct Institutional Support	126,500	3.85%	126,500	3.94%	0	0.00%	126,500	3.66%	0	0.00%
19 Subtotal State/Institutional Support	958,380	29.13%	859,374	26.76%	(99,006)	-10.33%	978,700	28.33%	119,326	13.89%
20 Total Non-Program Revenue	1,858,467	56.50%	1,623,064	50.53%	(235,403)	-12.67%	1,768,700	51.20%	145,636	8.97%
21 Subtotal Operating Revenue	2,419,844	73.56%	2,078,578	64.72%	(341,266)		2,247,500	65.06%	168,922	8.13%
22 Non-Cash Revenue										
23 Third Party Support	29,400	0.89%	29,500	0.92%	100	0.34%	29,500	0.85%	0	0.00%
24 Indirect Institutional Support	151,604	4.61%	124,802	3.89%	(26,802)	-17.68%	186,700	5.40%	61,898	49.60%
25 Non-Cash Revenue		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
26 Out-of-State Tuition Revenue	688,692	20.94%	979,004	30.48%	290,312	42.15%	990,990	28.69%	11,986	1.22%
27 Subtotal Non-Cash Revenue	869,696	26.44%	1,133,306	35.28%	263,610	30.31%	1,207,190	34.94%	73,884	6.52%
28 Total Revenue:	3,289,540	100.00%	3,211,884	100.00%	(77,656)	-2.36%	3,454,690	100.00%	242,806	7.56%
29										
30 Expenditures										
31 Operating Expenditures:										
32 Athletics Student Aid	406,892	12.39%	421,411	13.15%	14,519	3.57%	449,400	13.07%	27,989	6.64%
33 Guarantees	18,131	0.55%	36,164	1.13%	18,033	99.46%	36,000	1.05%	(164)	-0.45%
34 Coaching Salary/Benefits	461,205	14.04%	387,210	12.08%	(73,995)	-16.04%	492,400	14.32%	105,190	27.17%
35 Admin Staff Salary/Benefits	275,516	8.39%	210,315	6.56%	(65,201)	-23.67%	209,600	6.09%	(715)	-0.34%
36 Severance Payments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Recruiting	38,229	1.16%	16,009	0.50%	(22,220)	-58.12%	18,400	0.54%	2,391	14.94%
38 Team Travel	251,739	7.67%	231,820	7.23%	(19,919)	-7.91%	235,000	6.83%	3,180	1.37%
39 Equipment, Uniforms and Supplies	159,211	4.85%	117,139	3.66%	(42,072)	-26.43%	118,000	3.43%	861	0.74%
40 Game Expenses	72,188	2.20%	68,001	2.12%	(4,187)	-5.80%	68,000	1.98%	(1)	0.00%
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	20,000	0.61%	20,000	0.62%	0	0.00%	20,000	0.58%	0	0.00%
46 Memberships & Dues		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
47 NCAA/Special Event/Bowls	605,644	18.44%	471,500	14.71%	(134,144)	-22.15%	490,000	14.25%	18,500	3.92%
48 Other Operating Expenses	105,450	3.21%	91,386	2.85%	(14,064)	-13.34%	95,000	2.76%	3,614	3.95%
49 Subtotal Operating Expenditures	2,414,205	73.52%	2,070,955	64.63%	(343,250)	431.00%	2,231,800	64.90%	160,845	68.52%
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	151,604	4.62%	124,802	3.89%	(26,802)	-17.68%	186,700	5.43%	61,898	49.60%
54 Non-Cash Expense	29,400	0.90%	29,500	0.92%	100	0.34%	29,500	0.86%	0	0.00%
55 Out-of-State Tuition Expense	688,692	20.97%	979,004	30.55%	290,312	42.15%	990,990	28.82%	11,986	1.22%
56 Subtotal Non-Cash Expenditures	869,696	26.48%	1,133,306	35.37%	263,610	-331.00%	1,207,190	35.10%	73,884	31.48%
57 Total Expenditures:	3,283,901	100.00%	3,204,261	100.00%	(79,640)	-2.43%	3,438,990	100.00%	234,729	7.33%

**Lewis Clark State College
Intercollegiate Athletics Report
FY08 Actuals, Revised Estimates for FY09, and FY10 Operating Budgets**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
58										
59 Net Income/(deficit)	5,639		7,623		1,984	35.18%	15,700		8,077	105.96%
60										
61 Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)	114,175		121,798		7,623	6.68%	137,498		15,700	12.89%
62										
63 Sport Camps & Clinics										
64 Revenue	69,609		34,763		(34,846)	-50.06%	35,000	1.02%	237	0.68%
65 Coach Compensation from Camp	19,500		18,264		(1,236)	-6.34%	19,500	0.57%	1,236	6.77%
66 Camp Expenses	39,814		23,248		(16,566)	-41.61%	23,000	0.67%	(248)	-1.07%
67 Total Expenses	59,314		41,512		(17,802)	-30.01%	42,500	1.24%	988	2.38%
68										
69 Net Income from Camps	10,295		-6,749		(17,044)	-165.56%	-7,500		(751)	11.13%

Lewis Clark College
Intercollegiate Athletics Report
FY08 Actuals, Revised Estimates for FY09, and FY10 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
Revenue by Program:										
1 General Revenue:										
2 Student Fees	294,890	12.19%	287,440	13.83%	(7,450)	-2.53%	300,000	13.35%	12,560	4.37%
3 Contributions	138,686	5.73%	140,718	6.77%	2,032	1.47%	219,800	9.78%	79,082	56.20%
4 State Support	831,880	34.38%	732,874	35.26%	(99,006)	-11.90%	852,200	37.92%	119,326	16.28%
5 Institutional Gender Equity	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
6 Institutional Support	126,500	5.23%	126,500	6.09%	0	0.00%	126,500	5.63%	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	6,300	0.26%	3,600	0.17%	(2,700)	-42.86%	5,000	0.22%	1,400	38.89%
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	605,197	25.01%	476,250	22.91%	(128,947)	-21.31%	490,000	21.80%	13,750	2.89%
13 Other	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
14 Total General Revenue	2,003,453	82.79%	1,767,382	85.03%	(236,071)	-11.78%	1,993,500	88.70%	226,118	12.79%
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	8,989	0.37%	7,500	0.36%	(1,489)	-16.56%	7,480	0.33%	(20)	-0.27%
23 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
24 Contributions (Fundraising)	30,261	1.25%	23,935	1.15%	(6,326)	-20.90%	41,000	1.82%	17,065	71.30%
24 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25 Track & Field/Cross Country (Contributions & Fundraising)	17,333	0.72%	18,439	0.89%	1,106	6.38%	8,000	0.36%	(10,439)	-56.61%
26 Tennis (Contributions & Fundraising)	17,180	0.71%	23,492	1.13%	6,312	36.74%	8,000	0.36%	(15,492)	-65.95%
27 Baseball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
28 Ticket Sales		0.00%	17,046	0.82%	17,046	100.00%	17,000	0.76%	(46)	-0.27%
29 Contributions (Fundraising)	96,924	4.01%	22,635	1.09%	(74,289)	-76.65%	51,000	2.27%	28,365	125.31%
29 Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30 Golf (Contributions & Fundraising)	15,018	0.62%	14,620	0.70%	(398)	-2.65%	20,000	0.89%	5,380	36.80%
31 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
32 Total Men's Sport Revenue	185,705	7.67%	127,667	6.14%	(58,038)	-31.25%	152,480	6.78%	24,813	19.44%
33 Women's Programs										
34 Volleyball										
35 Ticket Sales	2,451	0.10%	2,045	0.10%	(406)	-16.56%	2,040	0.09%	(5)	-0.24%
36 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Contributions (Fundraising)	39,033	1.61%	29,098	1.40%	(9,935)	-25.45%	20,000	0.89%	(9,098)	-31.27%
38 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
39 Basketball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
40 Ticket Sales	8,989	0.37%	7,500	0.36%	(1,489)	-16.56%	7,480	0.33%	(20)	-0.27%
41 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
42 Contributions (Fundraising)	87,947	3.63%	50,117	2.41%	(37,830)	-43.01%	33,000	1.47%	(17,117)	-34.15%
43 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44 Track & Field/Cross Country (Contributions & Fundraising)	42,004	1.74%	45,611	2.19%	3,607	8.59%	9,500	0.42%	(36,111)	-79.17%
45 Tennis (Contributions & Fundraising)	26,330	1.09%	34,809	1.67%	8,479	32.20%	9,500	0.42%	(25,309)	-72.71%
46 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
47 Golf (Contributions & Fundraising)	23,932	0.99%	14,349	0.69%	(9,583)	-40.04%	20,000	0.89%	5,651	39.38%
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	230,686	9.53%	183,529	8.83%	(47,157)	-20.44%	101,520	4.52%	(82,009)	-44.68%
53 Total Revenue	2,419,844	100.00%	2,078,578	100.00%	(341,266)	-14.10%	2,247,500	100.00%	168,922	8.13%

**Lewis Clark State College
Intercollegiate Athletics Report
FY08 Actuals, Revised Estimates for FY09, and FY10 Operating Budgets**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY08 Act	%	FY09 Est as of 5/09	%	Variance 09 Est/08 Act	Variance %	FY10 Orig Oper Bdgt	%	Variance 10 Bud/09 Est	Variance %
54 Expenditures by Sport										
55 Administrative and General										
56 Athletic Director Office	395,358	16.38%	293,973	14.20%	(101,385)	-25.64%	314,400	14.09%	20,427	6.95%
57 Fund Raising Office	2,114	0.09%	6,189	0.30%	4,075	192.76%		0.00%	(6,189)	-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	53,614	2.22%	48,733	2.35%	(4,881)	-9.10%	48,700	2.18%	(33)	-0.07%
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	605,644	25.09%	471,500	22.77%	(134,144)	-22.15%	490,000	21.96%	18,500	3.92%
68 Total Admin & General	1,056,730	43.77%	820,395	39.61%	(236,335)	-22.36%	853,100	38.22%	32,705	3.99%
69										
70 Men's Programs:										
71 Football		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
72 Basketball	198,221	8.21%	196,503	9.49%	(1,718)	-0.87%	213,300	9.56%	16,797	8.55%
73 Track & Field/Cross Country	56,957	2.36%	43,523	2.10%	(13,434)	-23.59%	46,000	2.06%	2,477	5.69%
74 Tennis	22,094	0.92%	30,624	1.48%	8,530	38.61%	32,900	1.47%	2,276	7.43%
75 Baseball	442,355	18.32%	396,893	19.16%	(45,462)	-10.28%	436,000	19.54%	39,107	9.85%
76 Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
77 Golf	48,426	2.01%	43,628	2.11%	(4,798)	-9.91%	55,000	2.46%	11,372	26.07%
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	768,053	31.81%	711,171	34.34%	(56,882)	-7.41%	783,200	35.09%	72,029	10.13%
81										
82 Women's Programs										
83 Volleyball	186,354	7.72%	185,288	8.95%	(1,066)	-0.57%	201,100	9.01%	15,812	8.53%
84 Basketball	249,124	10.32%	188,168	9.09%	(60,956)	-24.47%	203,500	9.12%	15,332	8.15%
85 Track & Field/Cross Country	69,331	2.87%	80,065	3.87%	10,734	15.48%	85,300	3.82%	5,235	6.54%
86 Tennis	30,958	1.28%	32,953	1.59%	1,995	6.44%	35,500	1.59%	2,547	7.73%
87 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
88 Golf	53,655	2.22%	52,915	2.56%	(740)	-1.38%	70,100	3.14%	17,185	32.48%
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	589,422	24.41%	539,389	26.05%	(50,033)	-8.49%	595,500	26.68%	56,111	10.40%
95										
96 Total Expenditures	2,414,205	100.00%	2,070,955	100.00%	(343,250)	-14.22%	2,231,800	100.00%	160,845	7.77%

CONSENT AGENDA
JUNE 18, 2009

SUBJECT

Quarterly Report: Programs and 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/DISCUSSION

In accordance with Board Policy III.G.4.a and b.(2), 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. Board policy also requires Executive Director approval for "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.

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 between February 2009 and May 2009 by the Executive Director.

ATTACHMENTS

Attachment 1 – List of Programs and Changes Approved by the Executive Director Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Board staff has no comments or recommendations.

BOARD ACTION

A motion to accept the Quarterly Report: Programs and Changes approved by the Executive Director.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT AGENDA
JUNE 18, 2009

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**CONSENT AGENDA
JUNE 18, 2009**

**Academic Programs
Approved by Executive Director
February 2009 – May 2009**

Boise State University
Discontinue Pre-Endorsement in Special Education and Certificate in Inclusive Practices
Discontinue Special Education Minor
New Minor in American Sign Language
Discontinue MBA in Information Technology Management
Other Non-substantive Changes (does not require approval but is required to notify OSBE per policy III.G.)
Moved the Bachelor of Applied Science from College of Applied Technology to the College of Arts and Sciences
Renamed the Center for Business and Economic Research to COBE Business Research and Economic Development Center
Renamed Master of Arts in Education, Reading to Master of Arts in Education, Literacy
Renamed Bachelor of Science in Health Promotion to Bachelor of Science in Health Education and Promotion

Idaho State University
Rename Dept of Learning and Development to School of Psychology, Literacy, and Special Education
Create Idaho Oral Health Institute
Establish University Clinics

University of Idaho
New Human Safety Performance Certificate
New Global Justice Academic Certificate
New Professional Ethics Academic Certificate
Rename BA/BS and related minor from Radio-TV-Digital Media Production to Broadcasting & Digital Media
Rename Dept. of Theatre and Film to Dept. of Theatre Arts to include removal of Film Studies Minor
Discontinue mandatory option requirements (Geographic Information Science, Physical Science, and Environment, Global and Regional Studies) related to BS, Geography
New emphasis, Native American Law
New emphasis, Natural Resources and Environmental Law
Discontinue the Systems Engineering Program
Discontinue Advanced Materials Design Academic Certificate
Merge Departments of Chemical Engineering and Materials Science Engineering

CONSENT AGENDA
JUNE 18, 2009

University of Idaho Academic Program Prioritization Process (Closures and Consolidations approved by Executive Director) Presented to the Board on April 16, 2009	
College of Education <ul style="list-style-type: none"> • Counseling and Human Services (Ed.S. Counseling) – Discontinue • Curriculum and Instruction (M.S.) - Discontinue • Education (Ed.S.Ed.) – Discontinue • Educational Leadership (M.S.) – Discontinue • Physical Education (M.S.) - Discontinue • Professional Technical and Technology Education (M.S.) - Discontinue • Technology and Training Development (B.S. Tech. – Moscow only) - Discontinue • Special Education (Ed.S.Sp.Ed.) – Discontinue • Special Education (M.S.) – Discontinue 	
College of Letters, Arts & Social Sciences <ul style="list-style-type: none"> • Communication Studies (B.A.) - Discontinue • Communication Studies (B.S.) - Discontinue • German (B.A.) - Discontinue • German (M.A.T.) - Discontinue • Justice Studies (B.A.) and Justice Studies (B.S.) – Discontinue and create a BA/BS in Sociology with emphases in Criminology, Inequalities and Globalizations, and General Sociology • French (M.A.T.) - Discontinue • Spanish (M.A.T.) - Discontinue • History (M.A.T.) - Discontinue 	
College of Science <ul style="list-style-type: none"> • Chemistry (M.A.T.) - Discontinue • Earth Science (M.A.T.) - Discontinue • Geography (M.A.T.) - Discontinue • Physics (M.A.T.) - Discontinue • Biology (M.N.S.) - Discontinue 	
College of Agricultural and Life Sciences <ul style="list-style-type: none"> • B.S. Agricultural and Life Science with 3 majors and 5 emphases <ul style="list-style-type: none"> • (Combines BS, in Agroecology, Horticulture and Environmental Quality; BS in Agricultural Systems Management; BS in Agricultural Science and Technology; and BS in Agricultural Industry Management and Communications.) • Agricultural Science and Technology (B.S.) - Discontinue • Agricultural Systems Management (B.S.) all options – Discontinue • Agroecology, Horticulture and Environmental Quality (B.S.) - Discontinue • Ag Education, Industry Management & Communications options (B.S.) - Discontinue • Family and Consumer Sciences Education Option (B.S.) – Discontinue • Range and Livestock Management (B.S.- Shared with CNR) - Discontinue • Veterinary Sciences (M.S.) - Discontinue 	
College of Natural Resources <ul style="list-style-type: none"> • Consolidate programs below into one integrated M.S. in Natural Resources <ul style="list-style-type: none"> • Fisheries Resources(M.S.) • Forest Products (M.S.) • Forest Resources(M.S.) • Range Resources (M.S.) • Wildlife Resources(M.S.) • Conservation Social Science (M.S.) 	

**CONSENT AGENDA
JUNE 18, 2009**

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

Program Activity	Institution
Expand Wind Energy Technician program to offer a new AAS degree option	CSI
New Industrial Mechanics Technology – nine-month Technical Certificate	CSI
New Water Resource Management – 12-credit Postsecondary Technical Certificate	CSI
New Environmental Technology – nine-month Technical Certificate and AAS	CSI
Curriculum Changes to Practical Nursing Program	EITC
Discontinue Computer Business Equipment and Restructure to Information Technology Systems	ISU
Discontinue AAS and Technical Certificate in Culinary Management and AAS in Restaurant Management	ISU
Discontinue Human Services program	NIC
New Business Leadership Program AAS upon completion of the following: 1) A PTC in the Foundation courses (required) 2) A PTC in the General Business Core (required) 3) Two PTC selected from the following options: <ul style="list-style-type: none">• HR Management• Leadership• Medical/Health Care• Office Management• Personal & Professional• Quality• Supervision 4) Completion of the General Education Requirements – total of 61 credits (required if the student wants to earn an AAS degree)	NIC
New Postsecondary Technical Certificate, Law Enforcement POST option to the Law Enforcement Program	NIC
Addition of a new eight-credit Postsecondary Technical Certificate to Welding Technology Program	NIC

CONSENT AGENDA
JUNE 18, 2009

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CONSENT AGENDA
JUNE 18, 2009

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 / DISCUSSION

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 Board 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.

The last update presented to the Board was at the April 2009 Board meeting. Since that meeting, Board staff has received sixteen (16) permits from Boise State University, ten (10) permits from Idaho State University, and eighteen (18) 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

List of Approved Permits by Institution

page 3

BOARD ACTION

A motion to accept the report as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT AGENDA
JUNE 18, 2009

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**CONSENT AGENDA
JUNE 18, 2009**

APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY April 2009 – September 2009		
EVENT	LOCATION	DATE (S)
2009 Bronco Women's Football Clinic Fundraiser	Caven-Williams Sports Complex	4/2/09
Wells Fargo Jazz Festival Lunch	Stueckle Sky Center	4/3/09
Idaho Business Review Reception	Double R Ranch Club Room	4/16/09
Boise State Football Spring Game Hospitality	Stueckle Sky Center	4/17/09
Camp Erin Fundraiser & Wine Tasting (Bereavement Camp for Kids)	Double R Ranch Club Room	4/24/09
Camp Rainbow Gold Alumni Party – 25 th Anniversary Cancer Survivors	SUB-Grand Ballroom	4/25/09
Rachael Sage Performance	Morrison Center Main Stage	5/2/09
Roosevelt Elementary PTA Fundraiser	Stueckle Sky Center	5/8/09
Formal Dinner Practical-A 7-course dinner prepared by program graduates	Culinary Arts Building	5/9/09
Honorary Doctorate Luncheon	SUB – Barwell Room	5/16/09
Johnson/Kaus Wedding Reception	Stueckle Sky Center	6/8/09
Andy Ford & Katie Watland's Wedding Reception	Stueckle Sky Center Sky Line Room	6/14/09
Sabata/Zubzarreta Wedding Reception	Double R Ranch Club Room	7/26/09
Bronco Primetime	Stueckle Sky Club-Bronco Zone	8/20/09
Blanchard/Needs Wedding Reception	Double R Ranch Club Room	9/11/09
Bronco Primetime	Stueckle Sky Club-Bronco Zone	9/17/09

**CONSENT AGENDA
JUNE 18, 2009**

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY March 2009 – June 2009		
EVENT	LOCATION	DATE (S)
Business Leader of the Year Award Reception	PAC Bennion Promenade	3/12/09
Annual Richard Stallings Dinner	Wood River Room-Big, PSUB	4/18/09
Outstanding Student Awards	Performing Arts Center Rotunda	4/24/09
Outrageous	Performing Arts Center Rotunda	5/2/09
Reception ofr KCHP Professional Achievement	PAC: Ruettger's Promenade	5/8/09
College of Education – Professional Achievement Banquet	Performing Arts Center Rotunda	5/8/09
Archaeology and History Month	SUB and ISU Quad	5/16/09
Nat'l Scientific User Facility User Week 2009 Social and Dinner	CAES Building	6/3/09
PTE Summer Conference	PAC - Stephens	6/15/09
Courtney and Scott's Wedding	PAC – Rotunda	6/20/09

**CONSENT AGENDA
JUNE 18, 2009**

APPROVED ALCOHOL SERVICE AT University of Idaho April 2009 –June 2009		
EVENT	LOCATION	DATE (S)
Architecture 25 Year Reunion	Commons Clearwater Room	4/24/09
Architecture 25 Year Reunion	Commons Clearwater Room	4/25/09
Rob Akey Vandal Booster Tournament	UI Golf Course	4/25/09
Golden I Reunion	University Inn (Best Western)	5/1-2/09
12 th Annual NW Philosophy Conference	Whitewater/Clearwater room in Commons	5/2/09
Exec MBA Coeur d'Alene Cohort 1 Reception	Greenbriar Inn	5/2/09
Boise Commencement Dinner	Boise Center on the Grove	5/6/09
Idaho Falls Commencement Dinner	Willard Performing Arts Center	5/7/09
Coeur d'Alene Commencement Dinner	Coeur d'Alene Resort	5/11/09
Exec MBA Program Graduation Reception	Coeur d'Alene Resort	5/11/09
Alumni Hall of Fame Social	University Inn (Best Western)	5/14/09
Hall of Fame Reception	Albertson 311	5/15/09
College of Law Commencement Reception	Kibbie Dome	5/16/09
Vandal Picnic	Old Timer's Shelter at Ann Morrison Park, Boise	6/6/09
Utility Executive Course Golf Scramble	Bogey's UI Golf Course	6/6/09
Evolution Conference 2009 – Opening Reception	Admin Bldg Lawn	6/12/09
Evolution Conference 2009 BBQ	Admin Bldg Lawn	6/13/09
Evolution Conference 2009 Closing Banquet	Kibbie Dome	6/16/09

**CONSENT AGENDA
JUNE 18, 2009**

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
June 18, 2009

TAB	DESCRIPTION	ACTION
1	PRESIDENTS' COUNCIL REPORT	Informational Item
2	NORTH IDAHO COLLEGE ANNUAL REPORT	Informational Item
3	IDAHO PUBLIC TELEVISION ANNUAL REPORT	Informational Item
4	IDAHO DIGITAL LEARNING ACADEMY ANNUAL REPORT	Informational Item
5	IDAHO COMMISSION FOR LIBRARIES BOARD - APPOINTMENT	Informational Item
6	SENATE JOINT RESOLUTION 101	Informational Item
7	2010 LEGISLATIVE IDEAS	Motion to Approve
8	TEMPORARY PROPOSED RULE 08-0104	Motion to Approve
9	ISU PREGAME ALCOHOL WAIVER	Motion to Approve
10	UI PREGAME ALCOHOL WAIVER	Motion to Approve
11	BSU PREGAME ALCOHOL WAIVER – CAVEN WILLIAMS SPORTS COMPLEX	Motion to Approve

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
June 18, 2009

12	BSU PREGAME ALCOHOL WAIVER – STUECKLE SKY CENTER	Motion to Approve
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13	IPEDS DATA REPORTS	Informational Item
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14	STRATEGIC PLANS – SUPPLEMENTAL REPORT	Informational Item
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15	BOARD POLICY CHANGE - AUTHORIZATION	Motion to Approve
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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

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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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

SUBJECT

North Idaho College Progress Report

BACKGROUND/DISCUSSION

Annually, 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 two years since North Idaho College has supplied an overview of its status and accomplishments. President Priscilla Bell will be in attendance and will present a summary of the accomplishments and future goals of the university.

BOARD ACTION

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

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

SUBJECT

Idaho Public Television

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 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.

Peter Morrill, General Manager of Idaho Public Television, will be in attendance at the meeting and will present a summary of the accomplishments and future goals of Idaho Public Television.

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/DISCUSSION

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.

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 2008-2009 academic year.

IMPACT

IDLA served over 9600 enrollments for 2008-2009 which is a 46% increase over last year. 98% of the school districts in the state participated in 2008-2009. The number one reason for taking IDLA courses is scheduling conflicts. Other reasons include course not offered, advanced placement, early graduation, foreign languages and credit recovery. It is projected that IDLA will serve approximately 11,000 enrollments for 2008-2009.

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.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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BOARD ACTION

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

2009-2010 IDLA FEES POLICY STATEMENT

FEES FOR IDAHO DIGITAL LEARNING ACADEMY:

There will be two fee schedules for 2009-2010 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. There are 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.

ISAT REMEDIATION:

Effective fall 2009 fees for ISAT Math A, ISAT Math B, ISAT Language Arts A, ISAT Language Arts B and ISAT Reading will be waived upon the district designated student remediation Site Coordinators successful completion of the IDLA online at-risk module. The online module is offered at no cost to the district.

OUT-OF-STATE FEES:

For one (1) student for one (1) semester course is \$400 for out-of-state students. The Advanced Placement/Dual Credit fee waiver does not apply.

ADULT LEARNER FEES:

For one (1) student for one (1) semester course is \$125 for adult learner students.

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

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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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 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 2009-2010:

Effective fall 2009 fees for ISAT Math A, ISAT Math B, ISAT Language Arts A, ISAT Language Arts B and ISAT Reading will be waived upon the district designated student remediation Site Coordinators successful completion of the IDLA online at-risk module. The online module is offered at no cost to the district.

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 written permission of the individual, or permission of that individual's parent or legal guardian if the individual is a minor.

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- 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;

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 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

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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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 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.

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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.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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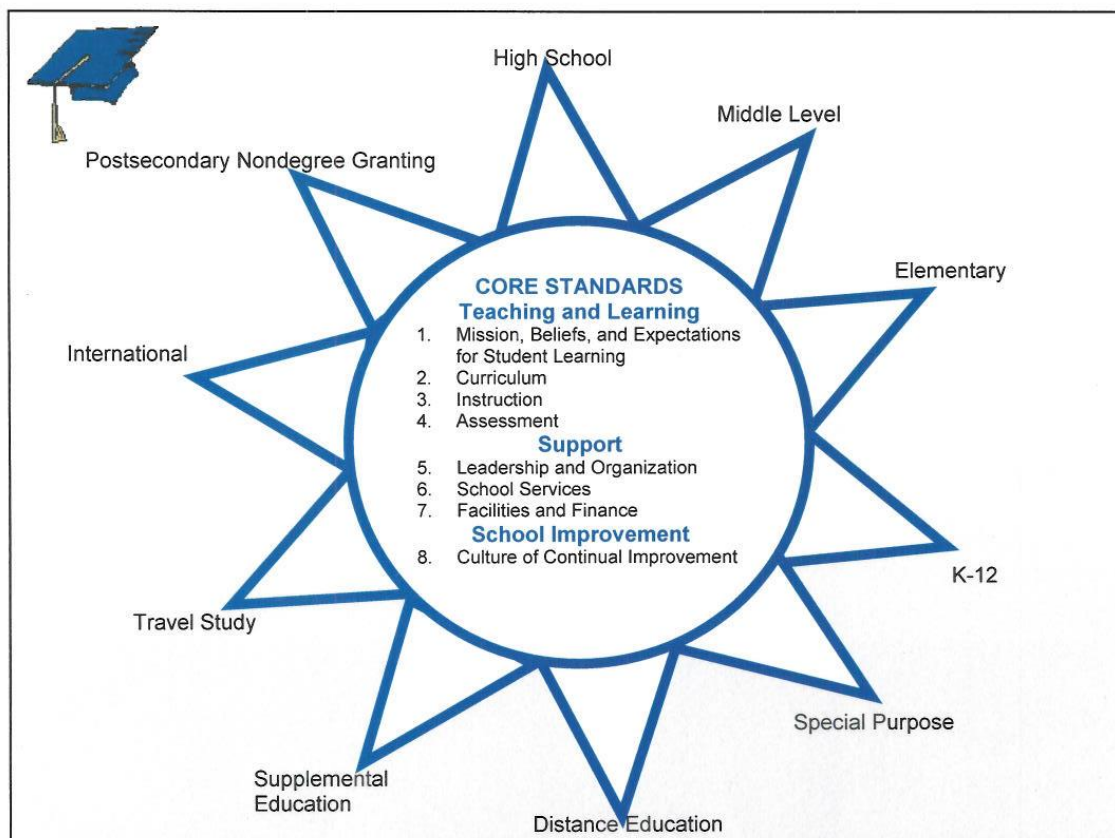
Northwest Association of Accredited Schools

"...advancing excellence in education through the process of accreditation."

May 21, 2009

I am writing to confirm that Idaho Digital Learning Academy in Boise, Idaho has been an accredited school of the Northwest Association of Accredited Schools since 2002. 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,

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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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

IDAHO COMMISSION FOR LIBRARIES

SUBJECT

Appointment to the Idaho Board of Library Commissioners

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures; Section IV. H.
1.b.(1). Idaho Code, 33-2502

BACKGROUND/DISCUSSION

The State Board of Education has statutory authority for the appointment and reappointment of members to the Board of Library Commissioners.

Under the Board's appointment procedures, for reappointment, if 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 qualification for the incumbent. The State Board of Education may choose to reappoint the incumbent without soliciting other candidates, thus completing the appointment procedures.

Mr. Larry Weeks is interested in continuing his service on the Board of Library Commissioners as representative from Southwest Idaho. Mr. Weeks has served 13 years as an active member of this Board. Mr. Weeks has been a valued and active member of the Idaho Board of Library Commissioners. At the April 10, 2009 the Board of Library Commissioners approved a motion to endorse the reappointment for a term beginning July 1, 2009 and ending June 20, 2014.

ATTACHMENTS

Attachment 1 – Letter of Interest

Page 3

Attachment 2 – Resume – Mr. Weeks

Page 4

STAFF COMMENTS AND RECOMMENDATIONS

Effective July 1, 2009 the Commission for Libraries will be moved out from under the Board of Education's oversight to the Department of Self Governing Agencies. Reappointment of this position will allow the commission to enter into this time of transition with a full commission.

BOARD ACTION

Motion to approve the reappointment of Larry Weeks to the Idaho Board of Library Commissioners for a term beginning July 1, 2009 and ending June 30, 2014.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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RECEIVED

LARRY F. WEEKS
Attorney at Law

APR 16 2009

2308 North Cole Road, Suite C
Boise, Idaho 83704-7361

(208) 377-2721
FAX (208) 323-6742

April 14, 2009

Ann Joslin
State Librarian
Idaho Commission for Libraries
325 W. State St.
Boise, Idaho 83702

Dear Ms. Joslin:

As we discussed at our recent Idaho Board of Library Commissioners meeting, I would be pleased to serve another five year term as a Commissioner beginning July 1, 2009, if appointed by the Idaho Board of Education.

As a Commissioner, I would like to continue to be involved in the improvements being implemented in the Talking Book Service as well as other activities within the Commission.

I have enclosed an updated resume with this letter.

Sincerely,



Larry F. Weeks

Encl.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

LARRY F. WEEKS
418 W. Elwood Drive
Boise, Idaho 83706
Office (208) 377-2721

RECEIVED

APR 16 2009

RESUME

EDUCATION

J.D. University of Idaho College of Law. Member of Phi Alpha Delta Law Fraternity.
B.A. University of Idaho. English major, History minor. Graduated Cum Laude.
Member of Phi Beta Kappa.

Numerous State Bar approved continuing legal education courses and seminars including: Mediator training; hearing officer training at National Judicial College in Reno, Nevada.

EXPERIENCE

Current:

Board member Idaho Commission for Libraries.

Private attorney in general practice with emphasis on estate planning, probate and Social Security Disability.

Contract hearing officer for Idaho Department of Environmental Quality, conducting rulemaking hearings and permit issues. Conducted approximately fifty contested case and rule promulgation hearings in the last ten years.

Volunteer narrator and reviewer for the Idaho Talking Books Program at the Idaho State Library.

Attorney for the Lakewood No. 9 Homeowners Association, Inc.

Previous:

Volunteer attorney for District IV Family Advocate Program representing Guardians Ad Litem in child protection cases.

Board member Comprehensive Advocacy, Inc. (Co-Ad).

Officer and board member of Lakewood No. 9 Homeowners Association, Inc.

Deputy attorney general assigned to the Idaho Department of Employment. Primary legal responsibility for promulgation of statewide regulations implementing the Job Training Partnership Act, represented the State in approximately one hundred Administrative Appeals before the Idaho Industrial Commission, briefed and argued approximately twenty Appeals before the Idaho Supreme Court.

Staff counsel to Idaho Public Employees Association. Represented members in various grievance procedure matters, drafted proposed legislation, appeared before legislative committees, advised corporate board of directors.

Member Boise City Board of Adjustment. Reviewed requests for variances from city ordinances relating to land use.

Member Board of Directors of the Idaho Public Employees Credit Union. Assisted in determining corporate policy for financial matters related to the credit union.

Social worker with Idaho Department of Health and Welfare.

UNIVERSITY OF IDAHO

SUBJECT

Senate Joint Resolution 101 – University of Idaho Tuition.

APPLICABLE STATUTE, RULE, OR POLICY

Act of the Territorial Legislature to Establish the University of Idaho – January 30, 1889.

Constitution of the State of Idaho – Article IX Section 10.

Sections 33-3717 and 33-3717A, Idaho Code.

Idaho State Board of Education Governing Policies & Procedures, Section V.R – Establishment of Tuition and Fees.

BACKGROUND/DISCUSSION

The University of Idaho is prohibited by Section 12 of the Territorial Act of 1889 (as incorporated into the Constitution of the State of Idaho by Article IX, Section 10) from charging tuition fees for students who are residents of the state. Tuition is generally categorized as “costs of instruction.”

Until 2005, this same limitation was imposed on the other state colleges and universities in Idaho by legislative act. In 2005 this statutory limitation was removed. Currently, Idaho Code Section 33-3717A authorizes fees for costs of instruction for all state colleges and university except the University of Idaho. Idaho Code Section 33-3717 continues to recognize the University of Idaho’s limitation in this regard.

During the 2009 legislative session, Senator Joe Stegner of Lewiston introduced Senate Joint Resolution 101 (SJR 101) calling for amending Article I Section 10 of the Idaho Constitution to allow the Regents to impose rates of tuition and fees on all students enrolled in the University of Idaho as authorized by law. The resolution passed the Senate by a margin of 32 ayes, 2 nays and 1 absent. The resolution passed the House by a margin of 64 ayes, 3 nays and 3 absent. The purpose of SJR 101 is to allow the legislature to grant to the University of Idaho the same authority for tuition fees as is now held by the other state colleges and universities.

The University of Idaho greatly appreciates the efforts of Senator Stegner (and of the bill co-sponsors Senator Robert Geddes, Representative Scott Bedke, and Representative Lawrence Denney) in moving SJR 101 through the Idaho Legislature. We request that the State Board of Education and Board of Regents of the University of Idaho endorse SJR 101.

IMPACT

The financial impact of the constitutional amendment will be to free the university from limitations imposed on how it can utilize funds received through student

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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fees. The amendment will put the University of Idaho in the same position as the other state colleges and universities. Fee amounts and fee increases will remain subject to approval of the Board in the same fashion as the Board has done in the past.

ATTACHMENTS

Attachment 1 – SJR 101

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Any amendment to the Constitution may be proposed in either branch of the legislature, and if agreed to by two-thirds (2/3) of all the members of each of the two (2) houses, such proposed amendment or amendments shall, be submitted to the electors of the state at the next general election.

This amendment will allow the University of Idaho greater flexibility in budgeting and fiscal planning. Board staff recommends endorsement.

BOARD ACTION

A motion to endorse Senate Joint Resolution 101 of the 2009 Idaho Legislature and to thank Senator Joe Stegner and his co-sponsors, Senator Senator Robert Geddes, Representative Scott Bedke, and Representative Lawrence Denney for their efforts on behalf of the University of Idaho.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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Sixtieth Legislature

LEGISLATURE OF THE STATE OF IDAHO

First Regular Session - 2009

IN THE SENATE

SENATE JOINT RESOLUTION NO. 101

BY STATE AFFAIRS COMMITTEE

A JOINT RESOLUTION

PROPOSING AN AMENDMENT TO SECTION 10, ARTICLE IX, OF THE CONSTITUTION OF THE STATE OF IDAHO, RELATING TO THE UNIVERSITY OF IDAHO TO PERMIT THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO TO IMPOSE RATES OF TUITION AND FEES ON ALL STUDENTS ENROLLED IN THE UNIVERSITY OF IDAHO AS AUTHORIZED BY LAW; STATING THE QUESTION TO BE SUBMITTED TO THE ELECTORATE; DIRECTING THE LEGISLATIVE COUNCIL TO PREPARE THE STATEMENTS REQUIRED BY LAW AND DIRECTING THE SECRETARY OF STATE TO PUBLISH THE AMENDMENT AND ARGUMENTS AS REQUIRED BY LAW.

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

SECTION 1. That Section 10, Article IX, of the Constitution of the State of Idaho be amended to read as follows:

Section 10. STATE UNIVERSITY -- LOCATION, REGENTS, TUITION, FEES AND LANDS. The location of the University of Idaho, as established by existing laws, is hereby confirmed. All the rights, immunities, franchises, and endowments, heretofore granted thereto by the territory of Idaho are hereby perpetuated unto the said university. The regents shall have the general supervision of the university, and the control and direction of all the funds of, and appropriations to, the university, under such regulations as may be prescribed by law. The regents may impose rates of tuition and fees on all students enrolled in the university as authorized by law. No university lands shall be sold for less than ten dollars per acre, and in subdivisions not to exceed one hundred and sixty acres, to any one person, company or corporation.

SECTION 2. The question to be submitted to the electors of the State of Idaho at the next general election shall be as follows:

"Shall Section 10, Article IX, of the Constitution of the State of Idaho be amended to permit the Board of Regents of the University of Idaho to impose rates of tuition and fees on all students enrolled in the University of Idaho as authorized by law?"

SECTION 3. The Legislative Council is directed to prepare the statements required by Section 67-453, Idaho Code, and file the same.

SECTION 4. The Secretary of State is hereby directed to publish this proposed constitutional amendment and arguments as required by law.

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STATEMENT OF PURPOSE

RS18510

This Joint Resolution amends Article IX, Section 10, of the Constitution of the state of Idaho to clarify that the State Board of Education, sitting as the Board of Regents of the University of Idaho, may impose tuition on the students of the University of Idaho. All other state supported higher education institutions of Idaho, with the approval of the State Board of Education, have the authority to impose tuition, and this amendment specifies that the University of Idaho has the same authority.

FISCAL NOTE

There is no fiscal impact to the General Fund. There is no additional fiscal impact to the General Fund other than the normal costs associated with placing measures, such as initiatives and constitutional amendments, on the general election ballot for voter consideration. It is unknown, at this time, how many issues might eventually be placed on the 2010 general election ballot. Between 1998 and 2008, there were seventeen ballot measures placed on the general election ballot with an approximate cost of \$35,000 per ballot measure for printings and public notice requirements. Prior to each general election, the Legislature appropriates funds to the Secretary of State to cover the cost of placing ballot measures on the upcoming general ballot. The Legislature appropriated \$350,000 for both the 2006 and 2008 general elections, with the unused balances reverting back to the General Fund the following year.

Contact:

Name: Senator Joe Stegner

Office:

Phone: (208) 332-1308

Statement of Purpose / Fiscal Note

SJR 101

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Legislative Co-sponsors

RS18510

Senator Joe Stegner

Senator Robert Geddes

Representative Scott Bedke

Representative Lawrence Denney

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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SUBJECT

Legislation for the 2010 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 six (6) pieces of legislation being proposed:

Idaho Comprehensive Literacy Assessment

The Idaho Comprehensive Literacy Assessment has been given to each Idaho prospective K-8 grade teacher since 2002 and places responsibility for the development of the assessment with the State Board of Education..

This legislation will redirect the responsibility of the assessment to the individual institutions and will provide for the requirement of accountability from those institutions.

Fiscal Impact:

There will be no additional fiscal impact to the state general fund due to this legislation. Costs currently, as stated in the statute, are borne by the institution administering the test and shown as a line item in the appropriation request of the institution.

Higher Education Assistance Fund

This fund would be used to accumulate over time enough of a balance to properly fund certain higher education programs on a one-time basis. The fund would bear interest and the interest would be added to the corpus of the fund. Revenue sources for this fund could be explored. The legislature and the Governor, through the existing appropriation process, would grant spending authority for disbursements from the fund.

Fiscal Impact:

Appropriated funds that are not spent during the current fiscal year could be directed to this account rather than reverting back to the State General Fund. No new monies would necessarily be appropriated into the fund.

Spousal Accommodation

The provisions of Idaho Code 18-1359 have raised concerns about the propriety of offering employment to the spouse of the president of one of Idaho's public

institutions of higher education. The purpose of this legislation would be to provide that the employment of the president's spouse by a postsecondary institution is not a violation of any of Idaho's ethics laws.

Fiscal Impact:

There would be no additional fiscal impact to the State General Fund, aside from that already appropriated to the institutions for personnel costs.

Board Powers

Under Idaho law the Board has authority to delegate administrative and management responsibilities to its chief executive officers. However, certain Board duties expressly conferred on the Board and involving judgment and discretion cannot be further delegated without express legislative authority.

The purpose of this legislation would be to amend Board powers with respect to delegation of authority, permitting the board to delegate to its chief executive officers' any express duties the Board has under the laws of the State. This authority to delegate certain functions would be consistent with the recent policy trend to remove many duties and responsibilities of the Board that are not of a higher-level policy making nature.

Fiscal Impact:

There would be no fiscal impact as a result of this legislation.

Bureau of Educational Services for the Deaf and Blind

During the 2009 legislative session legislation was passed changing the Idaho School for the Deaf and Blind (ISDB) from a State Agency to a Governmental Entity and placed the new entity under the administration of a new Board, allowing the new entity to function more like a school district. During this transition process it was discovered that some functions the school received as a state agency could not be continued without specific legislative language. With the current economic constraints faced by the school, funding those services from private entities would cause a significant hardship. Additionally, a few obscure references to ISDB or duties related to their oversight by the Board still exist in Idaho Code. Approval of this idea form would allow the Board office to submit legislation cleaning up existing language in Idaho Code and allow for the Bureau's new Board to submit legislation through the State Board of Education to clarify additional state support that may be required.

Fiscal Impact:

There would be no additional fiscal impact to the State General Fund. Changes to the new code would allow the new Bureau to use services already used by ISDB, saving the new Bureau the additional cost that seeking these services from no state entities would cause.

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Postsecondary and Proprietary Schools

During the 2009 legislative session amendments were made to the legislation regulating proprietary schools. These changes primarily focused on improving protection for students attending schools that go out of business. The legislature also created a position in the State Board Office to register and monitor all proprietary schools. There are still areas of concern, particularly related to enforcement of Idaho registration laws. This legislation would address the issue of enforcement as well as other minor changes to improve the oversight of proprietary schools.

Fiscal Impact:

There may be a possible fiscal impact related to enforcement. Specific fiscal details will be brought back to the board for approval with the development of the specific language for this legislation.

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 the October meeting. Legislative Ideas not approved will not be submitted to DFM.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of all five (5) 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 six (6) legislative ideas as submitted and to direct staff to submit proposals through the Governor's legislative process.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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SUBJECT

Approval of Temporary and Proposed Rule, IDAPA 08-0104 – Rules Governing Residency.

REFERENCE

November, 2007	Board approved HB 401 in response to the January 2004 OPE report.
June 19, 2008	Board approved temporary and proposed rule changes to IDAPA 08.01.04.
November 7, 2008	Board approved temporary and proposed rule changes to 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/ DISCUSSION

During the 2009 legislative session, an additional statutory change was made to Section 33-3717B, Idaho Code, and therefore revisions to IDAPA 08.01.04 were necessary to comply with the statutory changes.

During the first year of implementation of the Residency statute enacted during the 2008 Legislative session it was noted that Idaho residents who left the state to attend a college or university in another state were at risk of losing their Idaho residency. Students who returned to the state to attend college in Idaho or wished to be considered for the professional programs in Idaho might not be considered Idaho residents for these programs. During the 2009 Legislative session changes to the statute were made which provide that an Idaho resident does not lose his or her Idaho residency when attending a college or university in another state. The changes to the rules are necessary so that the language conforms with the statutory changes.

IMPACT

The approval of this temporary and proposed rule will allow the institution to begin implementation of the changes for the current applicants. The approval will also allow the rule to move forward to the legislature for review.

The modified language allows the time a student spends out of state while enrolled in postsecondary education to not count towards the thirty (30) months a resident can be away from the state without losing Idaho residency.

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ATTACHMENTS

Attachment 1 – Pending Rules Governing Residency
Classification

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The change to the Temporary/Proposed rule brings it into alignment with the statute changes.

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 June 18, 2009, as submitted.

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. (5-8-09)

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. (5-8-09)

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: (5-8-09)

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 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. (5-8-09)

b. Any student who receives less than fifty percent (50%) of his support from a parent, parents, or legal guardians and 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 primarily for purposes other than educational. (5-8-09)

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. (5-8-09)

g. A student whose parent or guardian is a member of the armed forces and stationed in the state on

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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)

h. 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)

i. 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 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-, provided however, time spent away from the state while enrolled in a postsecondary education program shall not be included in the thirty (30) months. Such time spent away from the state while enrolled shall include normal academic year breaks, such as summer breaks or breaks between semesters or quarters, that occur prior to the receipt of the postsecondary degree. (5-8-09)

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: (5-8-09)

i. Coeur d'Alene tribe; (5-8-09)

ii. Shoshone-Paiute tribes; (5-8-09)

iii. Nez Perce tribe; (5-8-09)

iv. Shoshone-Bannock tribes; (5-8-09)

v. Kootenai tribe. (5-8-09)

02. Nonresident Student. Nonresident student is defined in Section 33-3717B, Idaho Code, and includes: (5-8-09)

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. (5-8-09)

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.g., "continuous attendance" means attendance at a college or university for continuing and succeeding semesters or terms excluding summer semesters

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or terms.

(5-8-09)

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 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, but shall not include educational scholarships or grants provided to the student to attend a postsecondary educational institution. 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. (5-8-09)

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, Lewis-Clark State College, and Eastern Idaho Technical College. (5-8-09)

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: (5-8-09)

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: (5-8-09)

- a. Filing of Idaho state income tax returns covering a period of at least twelve (12) months before the

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term in which the student proposes to enroll as a resident student. (5-8-09)

b. Permanent full-time employment or the hourly equivalent thereof in the state of Idaho. (5-8-09)

c. Ownership by the student of the students living quarters. (5-8-09)

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 of these rules, 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 than educational. (5-8-09)

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: (5-8-09)

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. (5-8-09)

b. Registration to vote for state elected officials in Idaho at a general election. (1-1-94)

c. Holding of an Idaho driver's license. An Idaho state-issued ID card may be used in lieu of an Idaho driver's license. (5-8-09)

d. Evidence of the abandonment of a previous domicile. (1-1-94)

e. The presence of household goods in Idaho. (1-1-94)

f. The establishment of accounts with Idaho financial institutions in Idaho. (5-8-09)

g. 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. (5-8-09)

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 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

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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. (5-8-09)

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. (5-8-09)

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. (5-8-09)

106. -- 999. (RESERVED).

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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.
August 2008	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2008 football season.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Board policy does not allow service of alcohol on campus in conjunction with athletic events. Exceptions to this policy have been granted provided an acceptable and manageable plan has been provided (Boise State and University of Idaho for the 2004 - 2008 football seasons).

During the 2007 and 2008 football seasons Idaho State University followed models established by the University of Idaho and Boise State University for staging similar events.

In accordance with approval granted by the State Board for the 2008 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 is continuing to work with campus public safety, the Pocatello City Police and other officials to provide a controlled area for service of alcohol prior to home football games.

Idaho State University requests Board approval to establish a secure area on the West side of Holt Arena, prior to each home Bengal football game, for the purpose of allowing corporate partners, Bengal Foundation, Football Alumni Team members and invited guests the opportunity to gather with clients, friends, and guests for the 2009 home football games. 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 and the University's official food service provider. Idaho State University will provide control measures and follow all requirements of Board policy regarding alcohol service. The University will conduct the pre-game activities under the following conditions:

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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. All corporate partners involved in the pre-game location will be sent a letter outlining SBOE alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time will underage drinking be allowed at the event.
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 2009 home football games, including sales and service of alcohol.

A review of the 2009 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 does not approve the alcohol waiver request, ISU will not be able to include the sale of alcohol on campus at home football games during the 2009 season.

ATTACHMENTS

- | | |
|--|--------|
| 1. Map of Designated Area | Page 5 |
| a. Holt Arena – Full Aerial View | |
| b. Sports Med Center – Proposed Control Area | |
| 2. Detail of Booth and Service Areas – West Side of Holt Arena | Page 6 |

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 2009 home football season. The conditions are as follows:

1. A secured area surrounded by a fence to control access to and from the area.
2. Three-hour duration, ending at kick-off.

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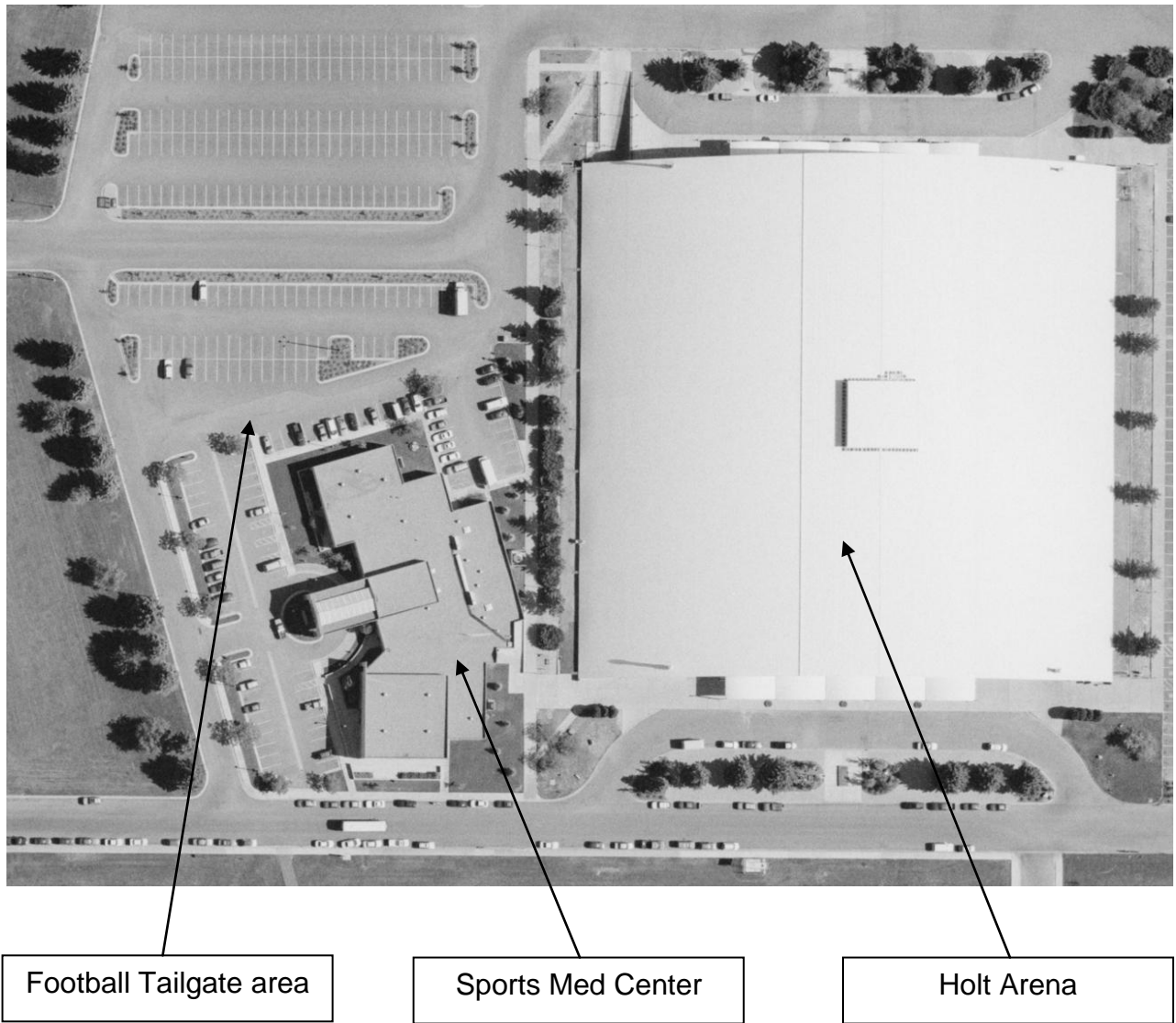
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3. Alcohol making or distributing companies will not be allowed to sponsor the activities or tents.
4. A color-coded wrist band or pass admission system will identify attendees and invited guests.
5. Companies involved in the pre-game location will 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 2009 home football games, including the sales and service of alcohol.
11. A review of the 2009 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 ____

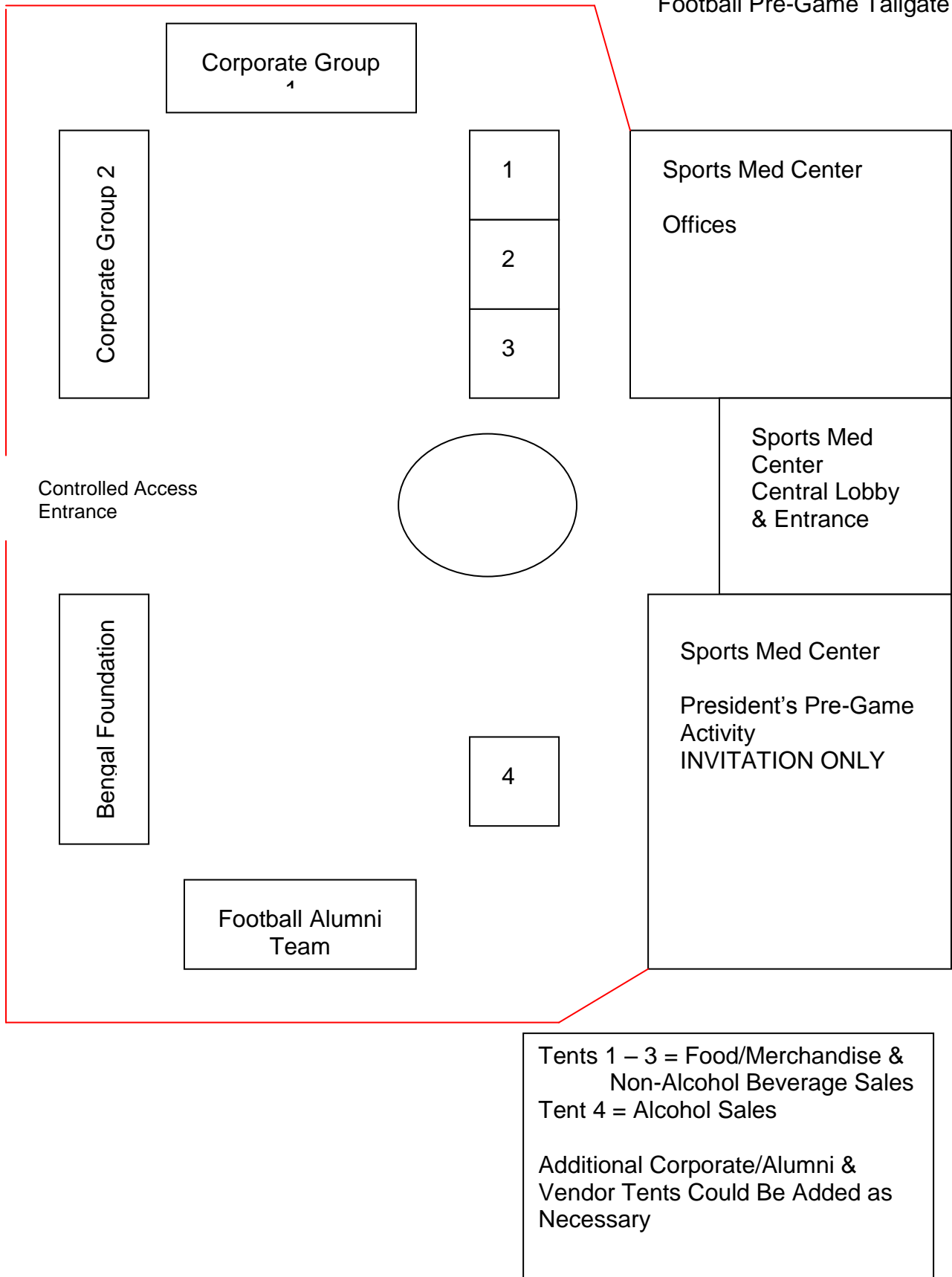
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Aerial View of Holt Arena and Sports Med Center



PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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Idaho State University
Football Pre-Game Tailgate



PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

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.
June 19, 2008	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for the 2008 football season.
Fall 2008	There have been no serious issues or concerns related to the service of alcohol at pre-game events during this past

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year. A wristband policy is 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

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 five football seasons, the Board has granted an exception to the policy under limited circumstances for pre-game events in secure areas.

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 2004 through 2008 seasons where service has been approved. The 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 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.

ATTACHMENTS

Attachment 1 – Diagram of Designated Area's

Page 5

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 2009 home football season, such events to be in compliance with Board policy section I.J. and the following conditions:

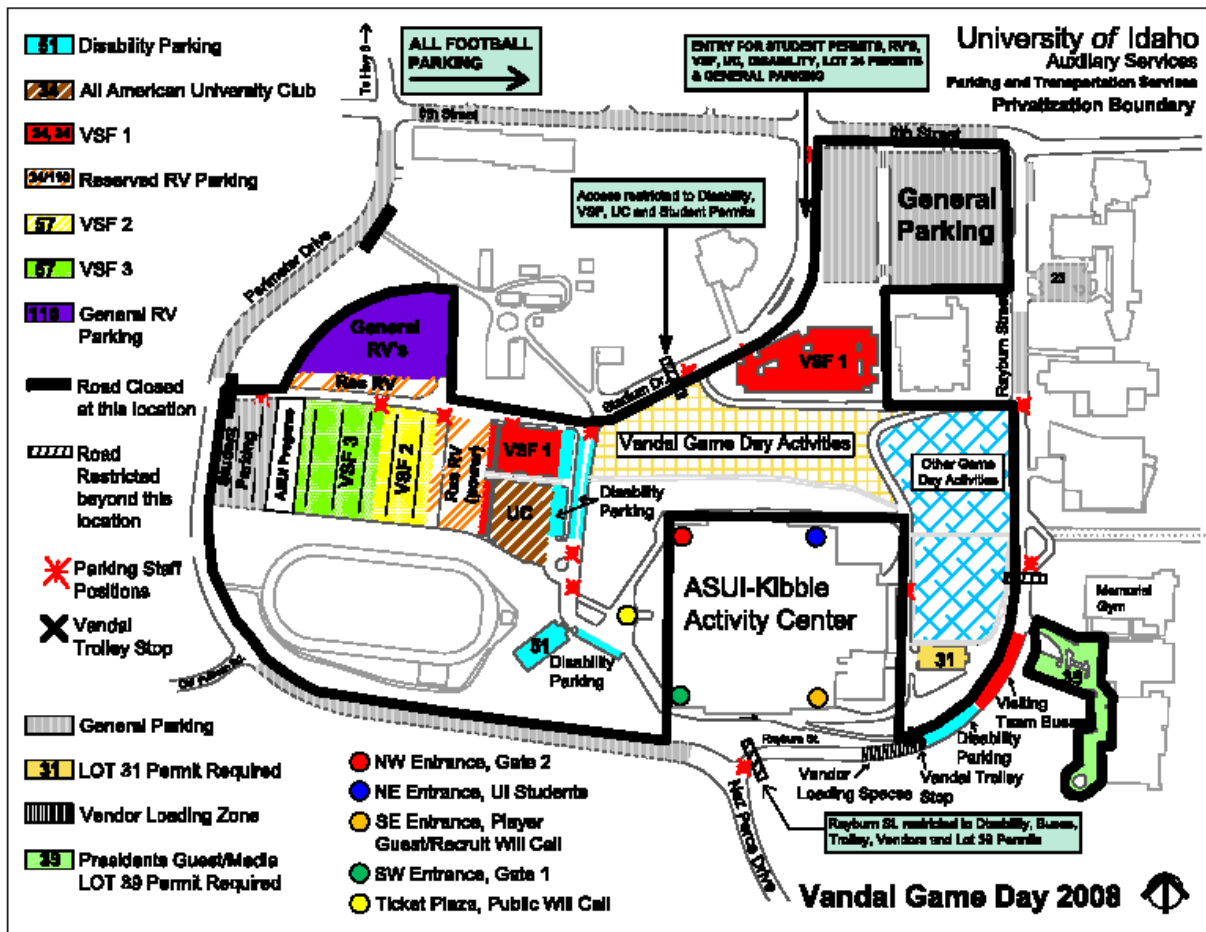
1. The service area shall be secure, surrounded by a fence to control access to and from the area.
2. The pre-game events shall be limited to four hours, ending at kick-off.
3. Alcohol making or distributing companies may not sponsor the activities or tents.
4. UI shall use a color-coded wrist band or 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.
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.

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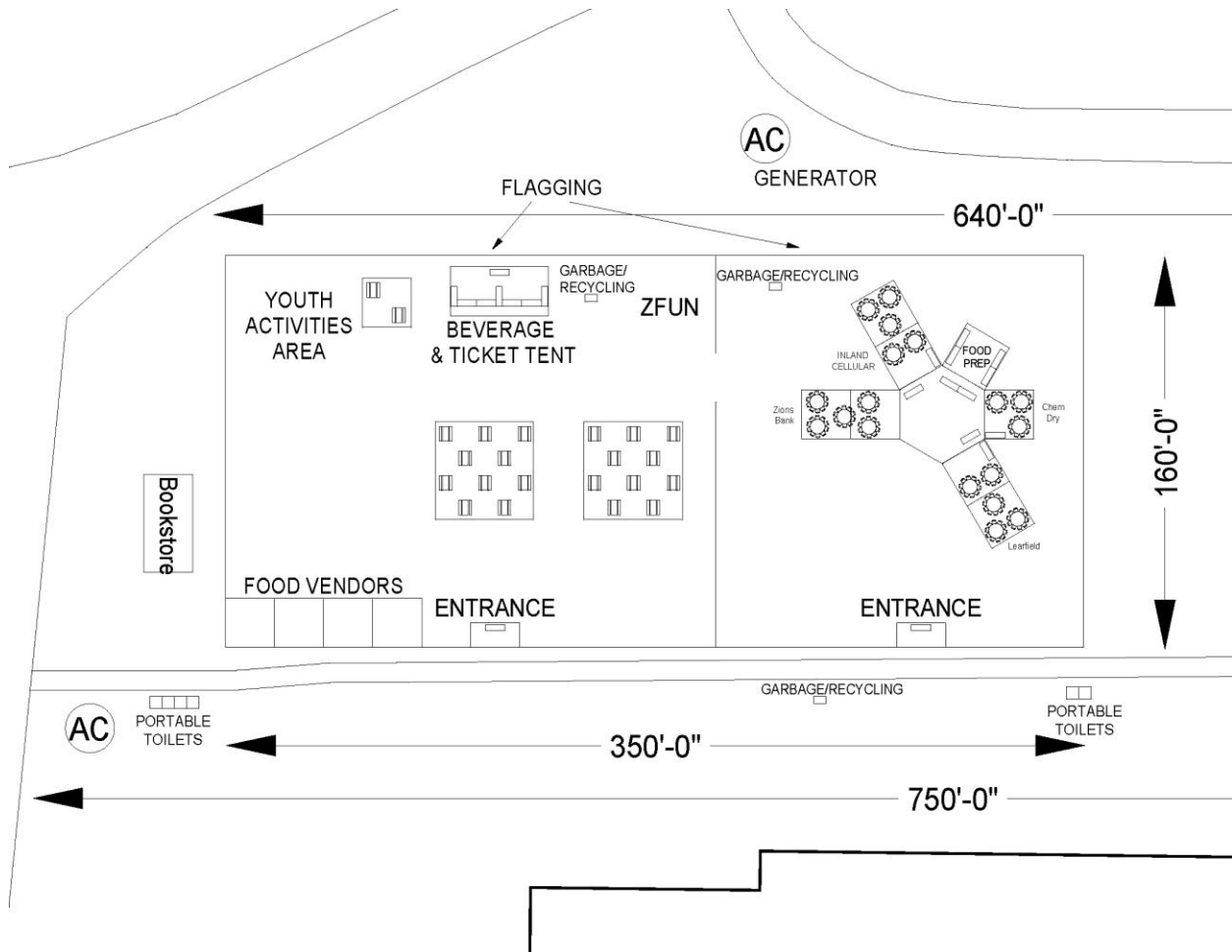
10. The area is for sponsors to entertain clients/guests for the fall of 2009 home football games, including the sales and service of alcohol.
11. This exception is only for the 2009 football season; the University shall bring the matter back to the Board after the conclusion of the 2009 football season for reconsideration for 2010.

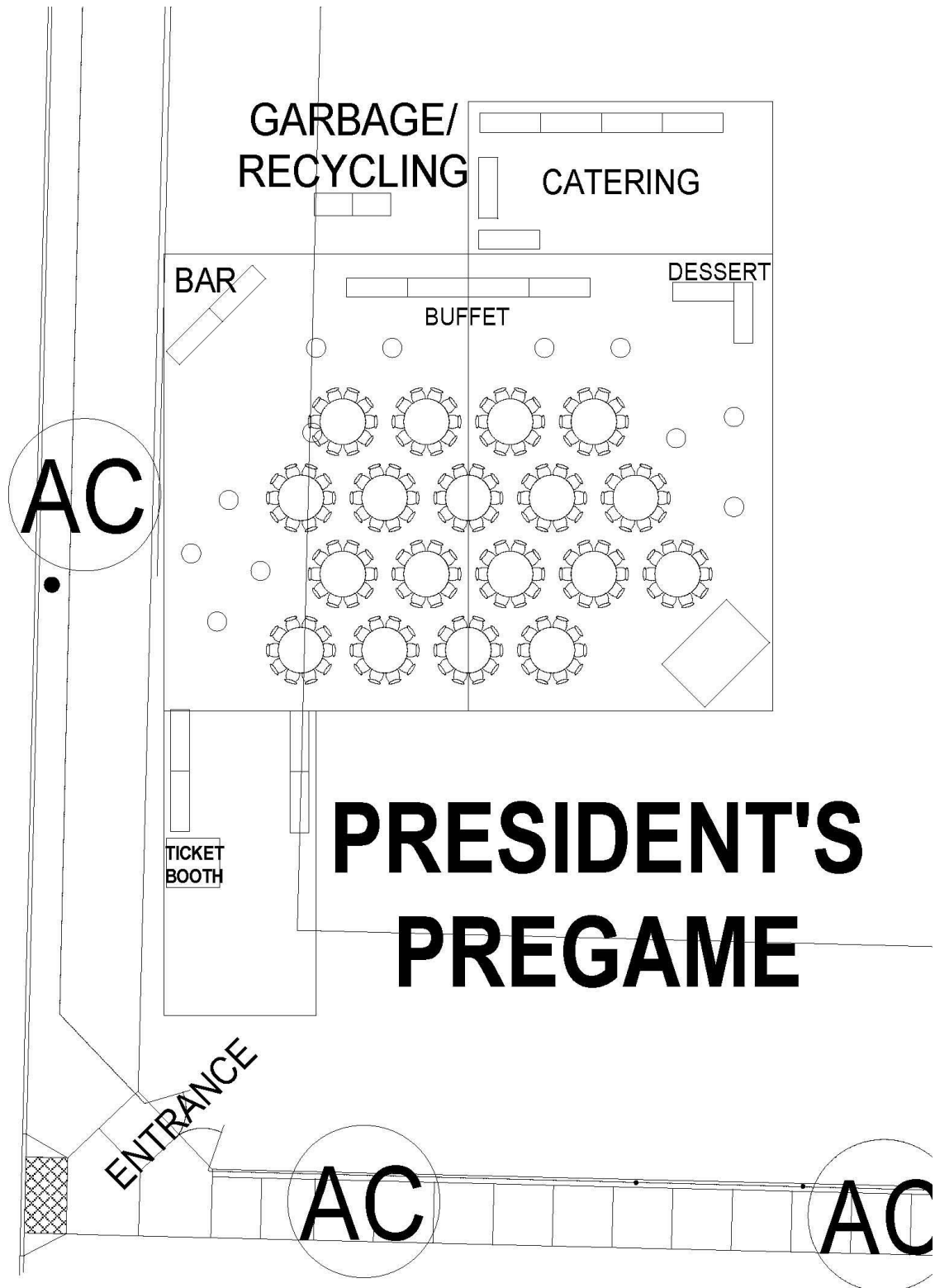
Moved by _____ Seconded by _____ Carried Yes ____ No ____

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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.
August 2008	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2008 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl.

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 five football seasons, the Board has granted an exception to the policy under limited circumstances.

Corporate tents in the secured area north of the stadium have been successful in the past five seasons. BSU works 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 have been reported. The same security plan that has been in place for the past five seasons will remain in place for the coming season.

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

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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 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 2009 season.

ATTACHMENT

Attachment 1 – Broncoville Layout

Page 5

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 2009 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 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 event.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

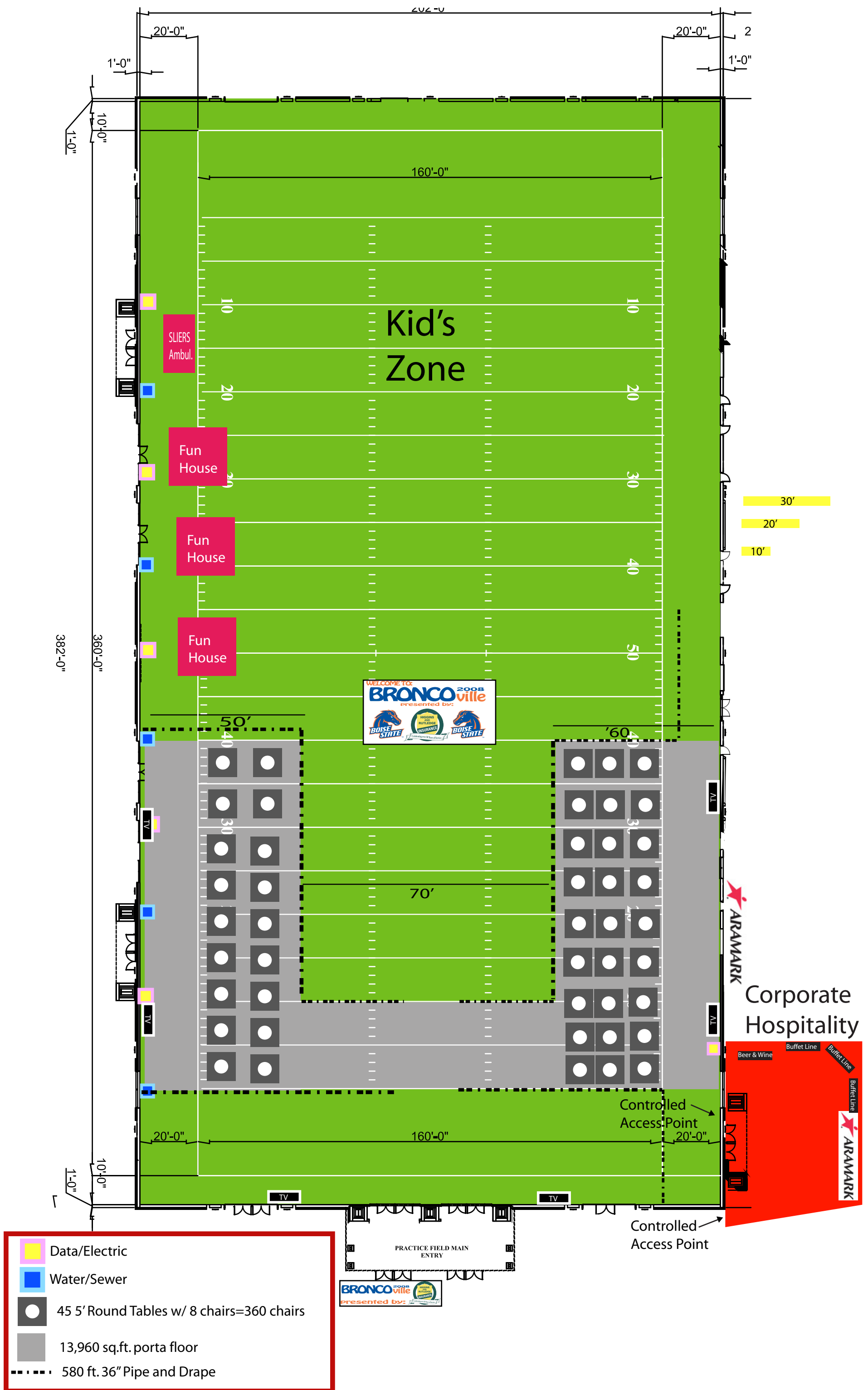
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5. A color-coded wrist band or pass admission system that would identify attendees and invited guests will be in place
6. Companies involved in the tent village would be sent a letter outlining the tent village/SBOE alcohol policy. The letter will state that 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. There will be two entry points manned by security personnel.
8. Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
9. Security personnel will not allow patrons to exit or enter the area with any beverages.
10. Tent sponsors will be required to indemnify the State of Idaho, the State Board of Education and Boise State University. In addition, the official food sponsor 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 the proper permits and licenses are obtained.
11. The area is for sponsors to entertain clients/guests for the fall 2009 home football games, including the sales and service of alcohol.
12. A request will be brought back to the Board after the conclusion of the 2009 season for reconsideration for 2010.

Boise State will abide by all terms and conditions of the Board's existing alcohol policy

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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BOISE STATE UNIVERSITY

SUBJECT

Request for Alcohol Waiver – Stueckle Sky Center

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.
August 2008	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2008 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl.

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 Center for the 2009 football season and the Rody'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 skyboxes. 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.

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Board policy states that Idaho institutions may not allow service of alcohol on campus in conjunction with athletic events. For the past five football seasons, the Board has granted an exception to the policy under limited circumstances.

Corporate tents in the secured area north of the stadium have been successful in the past five seasons. BSU works 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 have been reported. The same security plan that has been in place for the past five seasons will remain in place for the coming season. Last year was the first year of operation for the Stueckly Sky Center and the Board approved service of alcohol during home football games and the Humanitarian Bowl. No serious issues or concerns were 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 five years for other game day secured areas.

1. The Sky Center is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.
2. There is no access from the general seating area into the Sky Center. Further, only patrons who hold tickets to seats in the Sky Center will be allowed into the Sky Center 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 Center 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.

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 2009 season.

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BOARD ACTION

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

1. The Sky Center is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.
2. There is no access from the general seating area into the Sky Center. Further, only patrons who hold tickets to seats in the Sky Center will be allowed into the Sky Center during games.
3. The sale of alcohol will begin no sooner than three hours prior to kick off and will end at the 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 Center 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. Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
9. The official food sponsor 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 the proper permits and licenses are obtained.
10. No alcohol making or distributing companies may be allowed to sponsor the activities.
11. Boise State University will consider further measures to assure underage drinking does not take place in the Sky Center and to define how the Sky Center is monitored and secured to that end.
12. Boise State will bring this back to the Board for review of the alcohol service during home games in 2010.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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SUBJECT

Integrated Postsecondary Education Data System (IPEDS) 2008 Data Feedback Report

BACKGROUND/DISCUSSION

The 2008 IPEDS Data Feedback Reports are for informational purposes and to provide the Board with a sampling of the data (and reporting timelines) available through IPEDS. All institutions must complete various Fall, Winter, and Spring IPEDS surveys in order to participate or receive any Federal financial assistance authorized by Title IV of the Higher Education Act of 1965, as amended. The primary purposes of the surveys, as identified by the National Center for Education Statistics (NCES), are to collect basic data from all institutions in the United States and other jurisdictions such as Puerto Rico that identify and describe postsecondary education institutions, to maintain counts of the number of students enrolled by level of program, to monitor changes in the demographics of postsecondary students, and to provide policymakers with financial information.

The Data Feedback Report compares data provided by our institutions in 2007-08 to data for a similar group of institutions. Idaho institutions were given the opportunity to select their own comparison group for purposes of this report. If an institution did not submit its own group, IPEDS identified a comparison group for them. The following three tables show a sampling of how Idaho institutions measure up against their peers with regard to 12-month total unduplicated headcount and 12-month undergraduate headcount, financial aid received by full-time, first-time, degree/certificate-seeking undergraduates, and graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within 150% of normal time to program completion.

Figure 1: Unduplicated 12-month headcount of all students and of undergraduate students and total FTE enrollment (academic year 2006-2007). The total 12-month headcount of all students for all Idaho institutions falls within 90% of their peers. The total 12-month unduplicated undergraduate headcount for all Idaho institutions falls within 90% of their peers.

	Unduplicated Headcount Total	Unduplicated Headcount, Undergraduate
BSU	26,304	22,022
BSU Peers	25,165	19,197
ISU	18,198	14,126
ISU Peers	18,239	14,165
UI	16,335	10,628
UI Peers	25,725	19,692
LCSC	4,671	4,671
LCSC Peers	4,158	4,124
EITC	1,568	576
EITC Peers	1,266	644

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Figure 5: Types and average amounts of financial aid received by full-time, first – time, degree/certificate-seeking undergraduates (2006-2007). The chart below demonstrates the difference in financial aid received by full-time, first-time, degree/certificate-seeking students at Idaho intuitions in comparison with their peers. On average, students attending Idaho institutions receive \$15,164, or 26%, less than students enrolled in a peer institution.

	Federal Grants	State & Local Grants	Institutional Grants	Loans
BSU	\$247> than peers	\$1,719< than peers	\$797< than peers	\$1,173< than peers
ISU	\$1490< than peers	\$643< than peers	\$54> than peers	\$1,687< than peers
UI	\$351< than peers	\$2,458< than peers	\$293< than peers	\$497< than peers
LCSC	\$495< than peers	\$2,391< than peers	\$977< than peers	\$377> than peers
EITC	\$253> than peers	\$761< than peers	\$207> than peers	\$663< than peers
All Idaho Institutions	\$1,833< than peers	\$7,882< than peers	\$1,806< than peers	\$3,643< than peers

Figure 6: Graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within 150% of normal time to program completion.

	Overall Graduation Rate	Peers Overall Graduation Rate
BSU	28%	44%
ISU	31%	47%
UI	53%	58%
LCSC	27%	37%
EITC	49%	50%

ATTACHMENTS

Attachment 1 – BSU 2008 IPEDS Data Feedback Report	Page 5
Attachment 2 – ISU 2008 IPEDS Data Feedback Report	Page 13
Attachment 3 – UI 2008 IPEDS Data Feedback Report	Page 21
Attachment 4 – LCSC 2008 IPEDS Data Feedback Report	Page 29
Attachment 5 – EITC 2008 IPEDS Data Feedback Report	Page 37

STAFF COMMENTS AND RECOMMENDATIONS

These reports are for informational purposes to provide the Board with a sampling of the type of data and reporting that is available through IPEDS. It is important to keep in mind that all academic data runs one year behind and financial data typically runs two years behind; therefore, the most recent academic data available is for the 2007-2008 school year and the most recent financial data available is primarily from the 2006-2007 school year.

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BOARD ACTION

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

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NATIONAL CENTER FOR EDUCATION STATISTICS



Boise State University
Boise, ID



The Integrated Postsecondary Education Data System (IPEDS) is the core postsecondary education data collection program for the NCES. It is a single, comprehensive system designed to encompass all institutions and educational organizations whose primary purpose is to provide postsecondary education. For additional information see <http://nces.ed.gov/ipeds>.

IPEDS DATA FEEDBACK REPORT

October 01, 2008

Dear Institutional Executive:

The National Center for Education Statistics is pleased to provide you with your institution's annual IPEDS Data Feedback Report. The report compares data provided by your institution in 2007-08 through the Integrated Postsecondary Education Data System (IPEDS) to data for a similar group of institutions. Like last year, your institution was given the opportunity to select its own comparison group. We strongly encourage institutions to take advantage of the opportunity to select the other institutions to which they want to be compared in the report, as they generally find the report more informative. If your institution did not submit its own group, IPEDS identified a comparison group for you (see the list toward the back of this report for the institutions in your comparison group).

I also encourage you to visit the IPEDS Executive Peer Tool (ExPT) at <http://nces.ed.gov/ipeds/pas/ExPT/>. Not only can you download a PDF of this report as it was sent to you, you can also select a different comparison group and recreate the full report in the PDF format. In addition, there are a number of additional figures available in the ExPT that are not included in your original report such as enrollments by student level, admissions and test scores, and more finance figures.

Thank you for all of your efforts to support IPEDS throughout the data collection process. Without your support and the high quality data that your institution provides, these reports would not be possible. Should you have any comments on how we can improve the Data Feedback Report and ExPT, please send them to ipedsdatafeedback@ed.gov.

Best regards,



Elise S. Miller
IPEDS Program Director

What Is the Purpose of This Report?

The IPEDS Data Feedback Report is intended to provide institutions a context for examining the data they submitted to the Integrated Postsecondary Education Data System (IPEDS). Our goal is to produce a report that is useful to institutional executives and that may help improve the quality and comparability of IPEDS data.

What Is in This Report?

The figures provided in this report are those suggested by the IPEDS Technical Review Panel. They were developed to provide selected indicators and data elements for your institution and a comparison group of institutions. The figures are based on data collected during the 2007-08 IPEDS collection cycle and are the most recent data available. Additional information about these indicators is provided in the Methodological Notes at the end of the report. Following the figures is a list of the institutions in your comparison group and the criteria used for their selection. Please refer to "Comparison Group" in the **Methodological Notes** for more information.

What Is IPEDS?

The Integrated Postsecondary Education Data System (IPEDS) is a system of survey components that collects data from all institutions

in the United States and other jurisdictions, such as Puerto Rico, whose primary purpose is to provide postsecondary education. IPEDS collects institution-level data on students (enrollment and graduation rates), student charges, program completions, faculty, staff, and finances. Each year nearly 6,700 postsecondary institutions provide information to the U.S. Department of Education through IPEDS. These data are used at the federal and state level for policy analysis and development; at the institutional level for benchmarking and peer analysis; and by students and parents, through the College Navigator (<http://collegenavigator.ed.gov/>), to aid in the college search process. For more information about IPEDS, see <http://nces.ed.gov/ipeds>.

Would You Like to Do More Analysis of Your IPEDS Data?

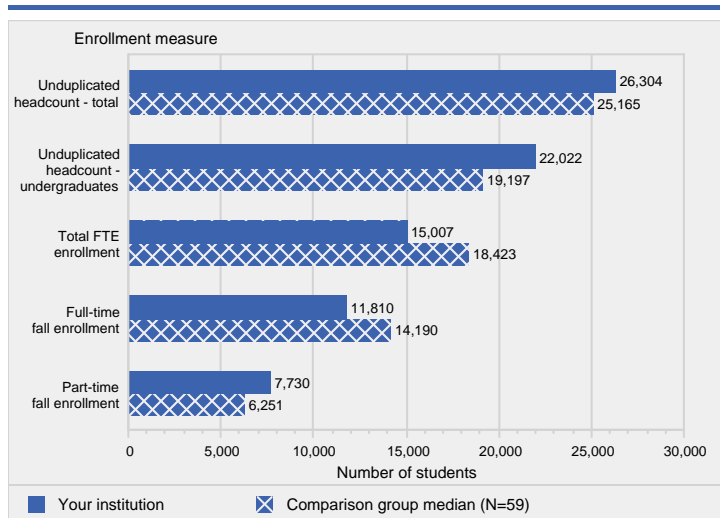
The information in this report can be produced for a different comparison group using the IPEDS Executive Peer Tool (ExPT) at <http://nces.ed.gov/ipeds/pas/expt>. If you would like to make comparisons on a wider range of IPEDS variables, or do additional types of analyses, the IPEDS Data Center is available at <http://nces.ed.gov/ipeds/pas>. In both systems, you may select your own comparison group. Through the ExPT, you may also print additional copies of this report.

Selected Figures

These figures are based on 2007-08 IPEDS data submitted by your institution, Boise State University, and the comparison group listed later in this report. The number of institutions in the comparison group from which the median is derived is shown as "(N = x)" in the labels or in the legend at the bottom of the figure.

IPEDS DATA FEEDBACK REPORT

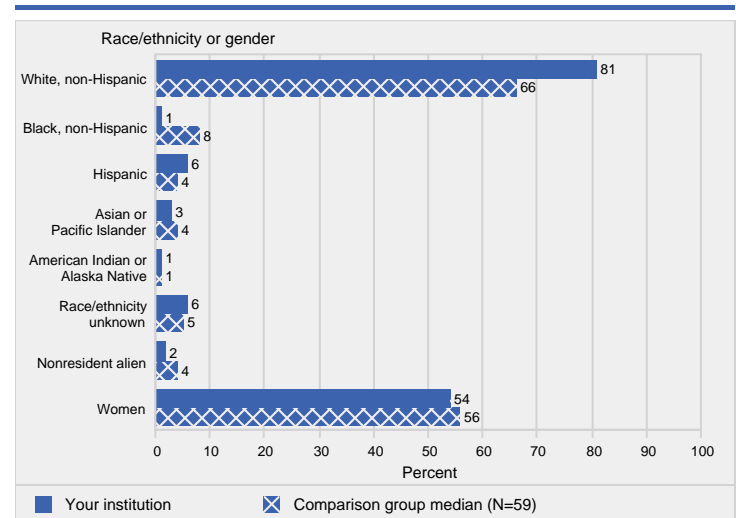
Figure 1. Unduplicated 12-month headcount of all students and of undergraduate students, total FTE enrollment (academic year 2006-07), and full- and part-time fall enrollment (Fall 2007)



NOTE: For details on calculating full-time equivalent (FTE) enrollment, see Calculating FTE in the Methodological Notes at the end of this report. Total headcount, FTE, and full- and part-time fall enrollment include both undergraduate and postbaccalaureate students, when applicable. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, 12-month Enrollment component and Spring 2008, Fall Enrollment component.

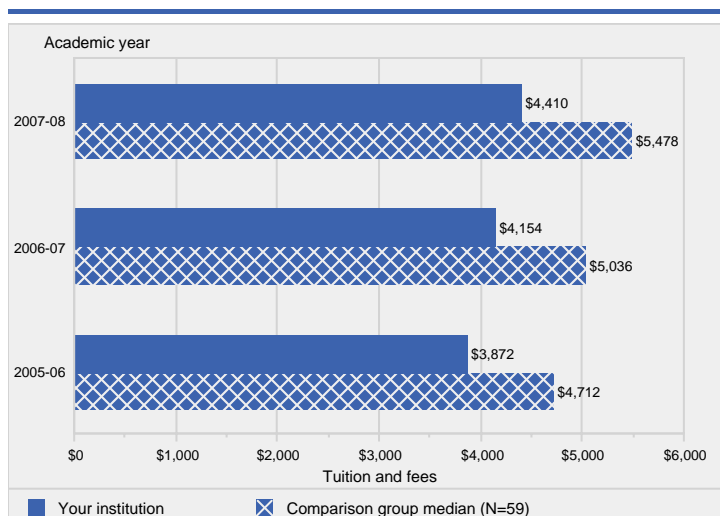
Figure 2. Percent of all students enrolled, by race/ethnicity, and percent who are women: Fall 2007



NOTE: Median values for the comparison group may not add to 100 percent. See "Use of Median Values for Comparison Group" in the Methodological Notes at the end of this report for how median values are determined. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Fall Enrollment component.

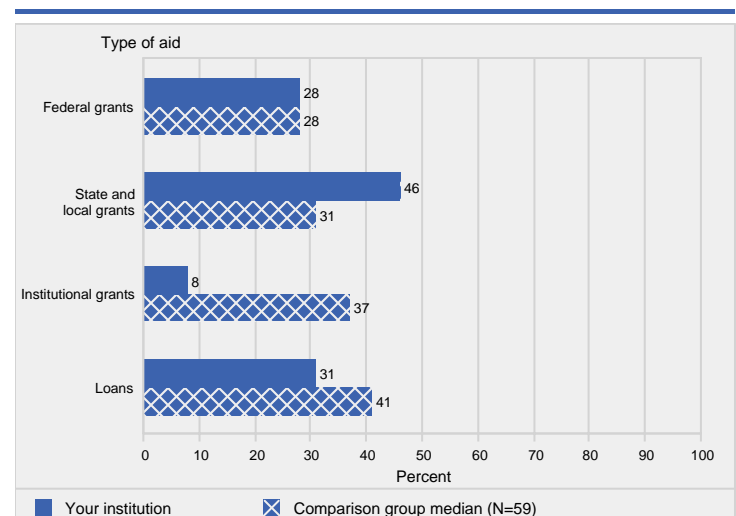
Figure 3. Academic year tuition and required fees for full-time, first-time, degree/certificate-seeking undergraduates: 2005-06–2007-08



NOTE: The tuition and required fees shown here are the lowest reported from the categories of in-district, in-state, and out-of-state. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, Institutional Characteristics component.

Figure 4. Percent of full-time, first-time, degree/certificate-seeking undergraduate students receiving financial aid, by type of aid: 2006-07

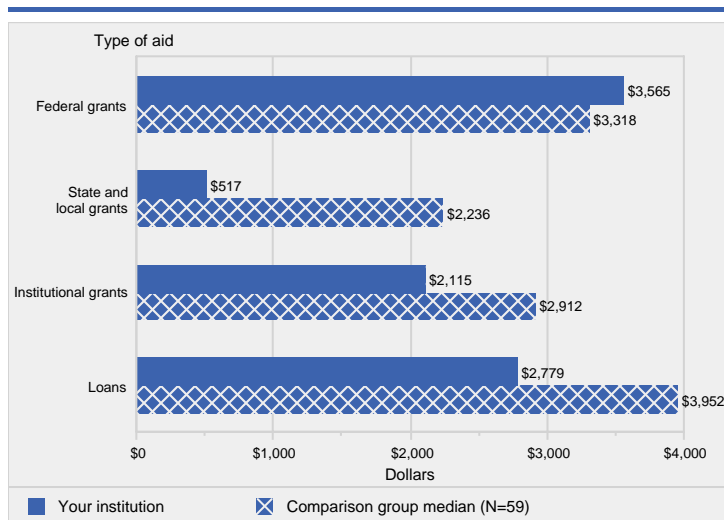


NOTE: For details on how students are counted for financial aid reporting, see Cohort Determination for Reporting Student Financial Aid and Graduation Rates in the Methodological Notes at the end of this report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Student Financial Aid component.

IPEDS DATA FEEDBACK REPORT

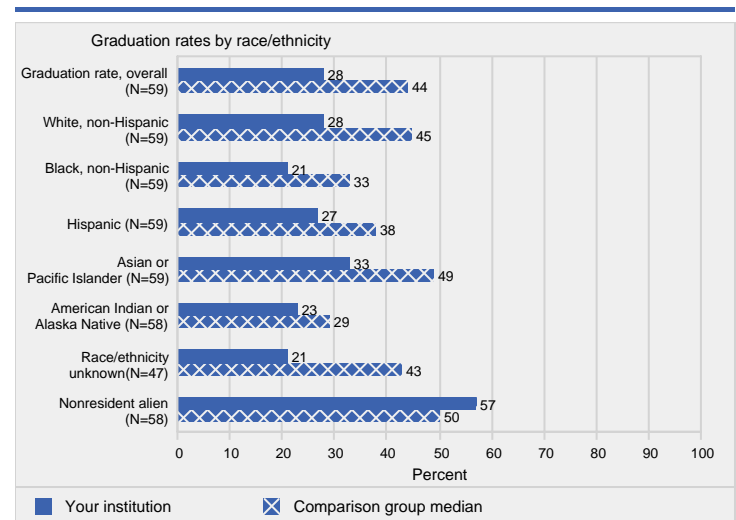
Figure 5. Types and average amounts of financial aid received by full-time, first-time, degree/certificate-seeking undergraduates: 2006-07



NOTE: Average grant (or loan) values were calculated by dividing the total grants (or loans) awarded by the total number of recipients in each institution. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Student Financial Aid component.

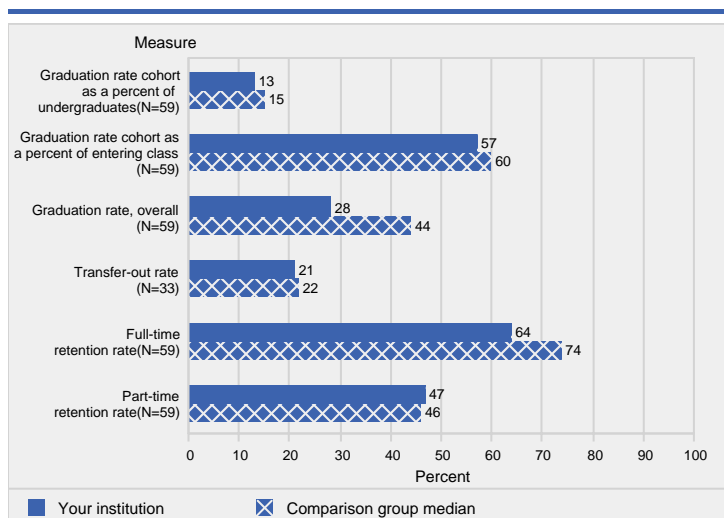
Figure 6. Graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within 150% of normal time to program completion, by race/ethnicity: 2001 cohort



NOTE: The graduation rates are the Student Right-to-Know (SRK) rates. For more information see the Methodological Notes at the end of the report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Graduation Rates component.

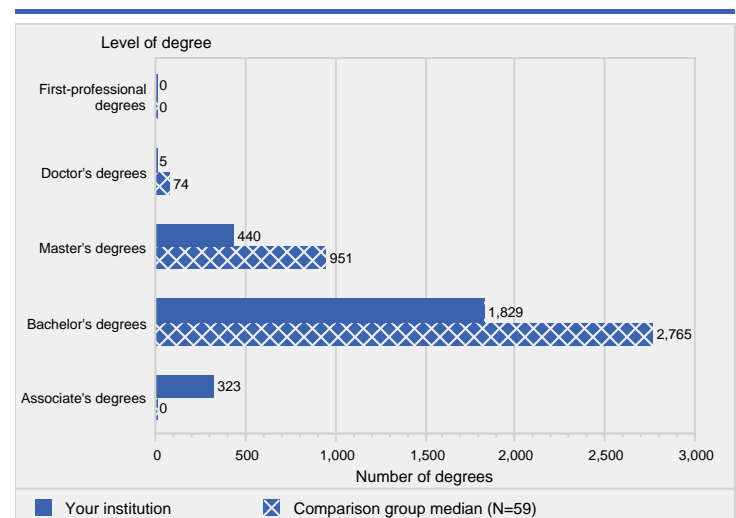
Figure 7. Graduation rate cohort as a percent of all undergraduates and as a percent of total entering students (Fall 2007); graduation rate and transfer-out rate (2001 cohort); and retention rates (Fall 2007)



NOTE: Graduation rate cohort includes all full-time, first-time, degree/certificate-seeking undergraduate students. Entering class includes all students coming to the institution for the first time. Only institutions with a mission to prepare students to transfer are required to report transfers out. Graduation and transfer-out rates are the Student Right-to-Know rates. 4-year schools report retention rates for students seeking a bachelor's degree. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Fall Enrollment component and Graduation Rates component.

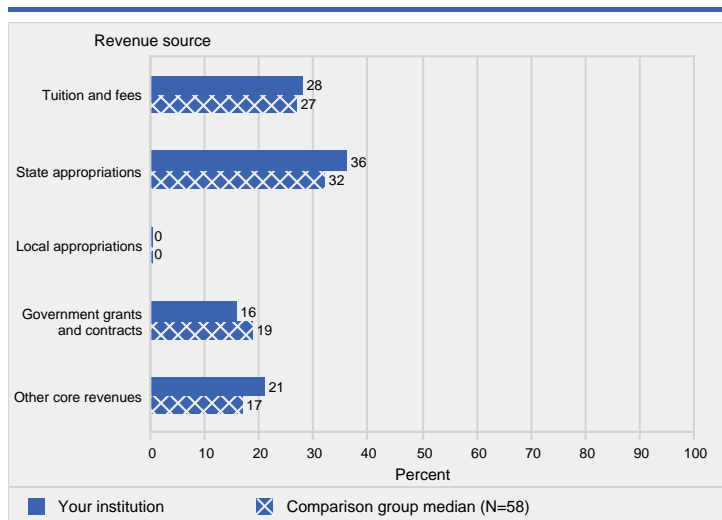
Figure 8. Number of degrees awarded, by level: Academic year 2006-07



NOTE: N is the number of institutions in the comparison group.

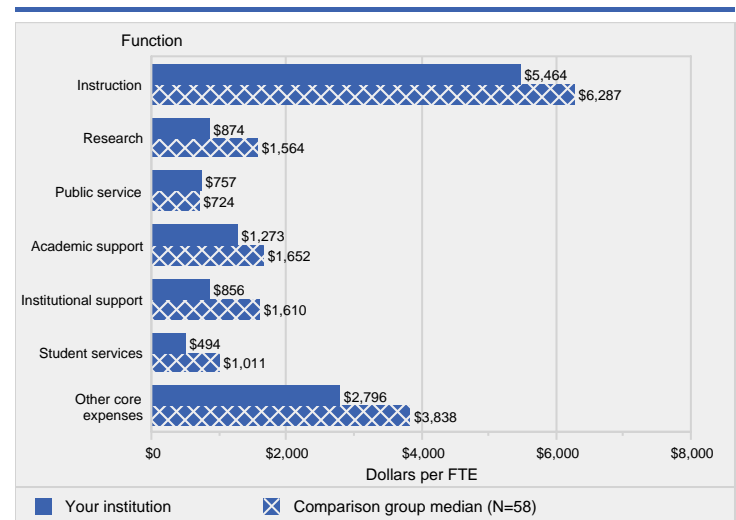
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, Completions component.

IPEDS DATA FEEDBACK REPORT

Figure 9. Percent distribution of core revenues, by source: Fiscal year 2007

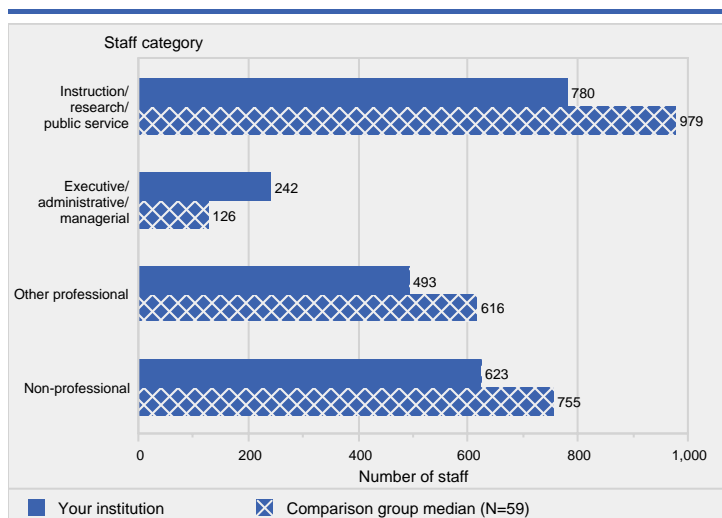
NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For a detailed definition of core revenues, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Finance component.

Figure 10. Core expenses per FTE enrollment, by function: Fiscal year 2007

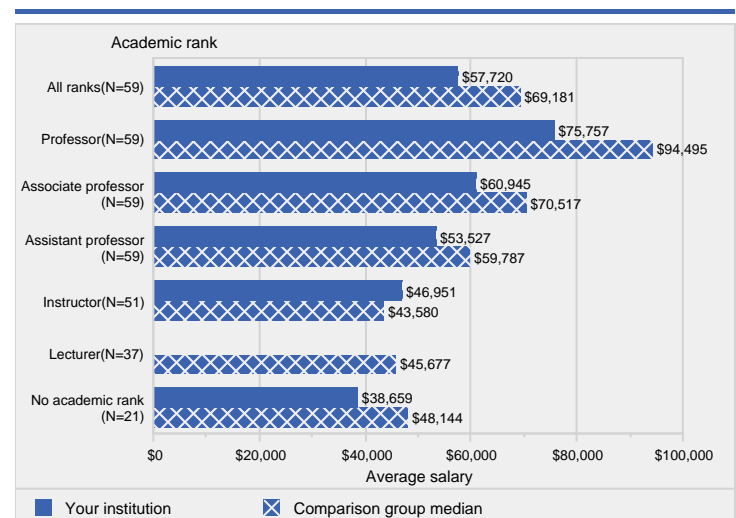
NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. Expenses per full-time equivalent (FTE) enrollment, particularly instruction, may be inflated because finance data includes all core expenses while FTE reflects credit activity only. For details on calculating FTE enrollment and a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, 12-month Enrollment component and Spring 2008, Finance component.

Figure 11. Full-time equivalent staff by assigned position: Fall 2007

NOTE: Graduate assistants are not included in this figure. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2007-08, Human Resources component.

Figure 12. Average salaries of full-time instructional staff equated to 9-month contracts, by academic rank: Academic year 2007-08

NOTE: Average full-time instructional staff salaries for 11/12-month contracts were adjusted to 9-month average salaries by multiplying the 11/12-month salary by .8182. Salaries based on less than 9-month contracts are not included. Medical school staff salaries are not included. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2007-08, Human Resources component.

IPEDS DATA FEEDBACK REPORT

COMPARISON GROUP

This custom comparison group for Boise State University includes the following 59 institutions:

- ▶ Arizona State University at the West Campus (Glendale, AZ)
- ▶ California State University-Fresno (Fresno, CA)
- ▶ Cleveland State University (Cleveland, OH)
- ▶ East Tennessee State University (Johnson City, TN)
- ▶ Eastern Michigan University (Ypsilanti, MI)
- ▶ Eastern Washington University (Cheney, WA)
- ▶ Florida Atlantic University (Boca Raton, FL)
- ▶ Florida International University (Miami, FL)
- ▶ George Mason University (Fairfax, VA)
- ▶ Georgia State University (Atlanta, GA)
- ▶ Indiana University-Purdue University-Indianapolis (Indianapolis, IN)
- ▶ Marshall University (Huntington, WV)
- ▶ Middle Tennessee State University (Murfreesboro, TN)
- ▶ New Mexico State University-Main Campus (Las Cruces, NM)
- ▶ Northern Arizona University (Flagstaff, AZ)
- ▶ Oakland University (Rochester Hills, MI)
- ▶ Old Dominion University (Norfolk, VA)
- ▶ Portland State University (Portland, OR)
- ▶ San Diego State University (San Diego, CA)
- ▶ San Francisco State University (San Francisco, CA)
- ▶ Temple University (Philadelphia, PA)
- ▶ Texas Southern University (Houston, TX)
- ▶ Texas Tech University (Lubbock, TX)
- ▶ The University of Alabama (Tuscaloosa, AL)
- ▶ The University of Montana (Missoula, MT)
- ▶ The University of Texas at Arlington (Arlington, TX)
- ▶ The University of Texas at Dallas (Richardson, TX)
- ▶ The University of Texas at El Paso (El Paso, TX)
- ▶ The University of Texas at San Antonio (San Antonio, TX)
- ▶ Towson University (Towson, MD)
- ▶ University of Akron Main Campus (Akron, OH)
- ▶ University of Alaska Anchorage (Anchorage, AK)
- ▶ University of Central Florida (Orlando, FL)
- ▶ University of Cincinnati-Main Campus (Cincinnati, OH)
- ▶ University of Houston (Houston, TX)
- ▶ University of Louisiana at Lafayette (Lafayette, LA)
- ▶ University of Louisville (Louisville, KY)
- ▶ University of Memphis (Memphis, TN)
- ▶ University of Missouri-Kansas City (Kansas City, MO)
- ▶ University of Nebraska at Omaha (Omaha, NE)
- ▶ University of Nevada-Las Vegas (Las Vegas, NV)
- ▶ University of Nevada-Reno (Reno, NV)
- ▶ University of New Mexico-Main Campus (Albuquerque, NM)
- ▶ University of New Orleans (New Orleans, LA)
- ▶ University of North Texas (Denton, TX)
- ▶ University of Northern Colorado (Greeley, CO)
- ▶ University of Northern Iowa (Cedar Falls, IA)
- ▶ University of Oregon (Eugene, OR)
- ▶ University of South Alabama (Mobile, AL)
- ▶ University of Toledo-Main Campus (Toledo, OH)
- ▶ University of Wisconsin-Milwaukee (Milwaukee, WI)
- ▶ University of Wyoming (Laramie, WY)
- ▶ Utah State University (Logan, UT)
- ▶ Virginia Commonwealth University (Richmond, VA)
- ▶ Wayne State University (Detroit, MI)
- ▶ Weber State University (Ogden, UT)
- ▶ Western Michigan University (Kalamazoo, MI)
- ▶ Wichita State University (Wichita, KS)
- ▶ Youngstown State University (Youngstown, OH)

METHODOLOGICAL NOTES

Overview

The statistics and indicators in this report are based on data supplied by institutions to IPEDS during the 2007-08 survey year. Once the data submissions were locked by the institution's keyholder (and others), they were reviewed by the Help Desk and migrated to the IPEDS Peer Analysis System. Response rates for 2007-08 exceeded 99 percent for most surveys. Detailed response tables are included in the appendices to the IPEDS First Looks. See <http://nces.ed.gov/ipeds> under "publications."

Comparison Groups

Comparison group data are included to provide a context for interpreting your institution's statistics. If your institution did not define a Custom Comparison Group for this report by June 30, 2008, NCES selected a comparison group for you based on the institutional characteristics detailed immediately above the listing of the comparison group institutions. (If the Carnegie Classification of Institutions of Higher Education was used as an institutional characteristic in the definition of a comparison group, the 2005 Basic version was used.) The comparison group used in this report may not reflect your institution's peer group or you may wish to compare your institution to multiple groups of institutions. The Executive Peer Tool (ExPT) (see <http://nces.ed.gov/ipeds/expt>) can be used to produce the figures in this report for different groups of institutions.

Use of Median Values for Comparison Group

The value for the focus institution is compared to the median value for the comparison group for each statistic included in the figure. If more than one statistic is presented in a figure, the median values are determined separately for each indicator or statistic. Where percent distributions are presented, median values may not add to 100 percent. Through the ExPT, users have access to all of the data used to create the figures included in this report.

Missing Statistics

If a statistic is not reported for your institution, the omission indicates that the statistic is not relevant to your institution and the data were not collected.

Use of Imputed Data

All IPEDS data are subject to imputation for nonresponse—both total (institutional) nonresponse and partial (item) nonresponse. Imputed values are included for both your institution and any institutions in your comparison group. For example, if an institution in your comparison group did not complete the Fall Enrollment component, NCES imputed the data for that institution AND the imputed data were used in determining the median values for each comparison group statistic.

Data Perturbation and Confidentiality

Four laws cover protection of the confidentiality of individually identifiable information collected by NCES: the Privacy Act of 1974, as amended; the E-Government Act of 2002; the Education Sciences Reform Act of 2002; and the USA Patriot Act of 2001. Under law, public use data collected and distributed by NCES may be used only for statistical purposes. Any effort to determine the identity of any reported case is prohibited by law. In order to preserve individuals' confidentiality, data in the Graduation Rates, Student Financial Aid, and Human Resources components of IPEDS are perturbed. Only perturbed data are available in the IPEDS Data Center and the ExPT; the perturbed data were used in creating this report.

Descriptions of Statistics Used in the Figures

Calculating FTE Enrollment

The full-time equivalent (FTE) enrollment used in this report is the sum of the institutions' FTE undergraduate enrollment and FTE graduate enrollment (as calculated from or reported on the 2006-07 12-month Enrollment component) plus the estimated FTE of first-professional students. Undergraduate and graduate FTE are estimated using 12-month instructional activity (credit and/or contact hours). First-professional FTE is estimated by calculating the ratio of full-time to part-time first-professional students from the 2006 fall counts and applying this ratio to the 2006-07 12-month unduplicated headcount of first-professional students. The estimated number of full-time students is added to one-third of the estimated number of part-time students. See "Calculation of FTE Students (using instructional activity)" in the IPEDS Glossary at <http://nces.ed.gov/ipeds/glossary/>.

Calculating FTE for Staff

The full-time equivalent (FTE) of staff is calculated by summing the total number of full-time staff from the Employees by Assigned Position (EAP) section of the Human Resources component and adding one-third of the total number of part-time staff.

Cohort Determination for Reporting Student Financial Aid and Graduation Rates

Student cohorts for reporting Student Financial Aid and Graduation Rates data are based on the reporting type of the institution. For institutions that report based on an academic year (those operating on standard academic terms), student counts and cohorts are based on fall term data. Student counts and cohorts for program reporters (those that do not operate on standard academic terms) are based on unduplicated counts of students enrolled during a full 12-month period.

Core Expenses

Core expenses for public institutions (using the Governmental Accounting Standards Board (GASB) standards) include expenses for instruction, research, public service, academic support, institutional support, student services, operation and maintenance of plant, depreciation, scholarships and fellowships, other expenses, and nonoperating expenses. Core expenses for private, not-for-profit

IPEDS DATA FEEDBACK REPORT

and public institutions reporting under the Financial Accounting Standards Board (FASB) standards include expenses for instruction, research, public service, academic support, student services, institutional support, net grant aid to students, and other expenses. For both FASB and GASB institutions, core expenses exclude expenses for auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations. Expenses for operation and maintenance of plant for GASB institutions are included in other core expenses, but are allocated to each of the other functions for FASB institutions.

Core Revenues

Core revenues for public institutions reporting under GASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment income; other operating and nonoperating sources; and other revenues and additions. Core revenues for FASB (primarily private, not-for-profit) institutions include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment return; sales and services of educational activities; and other sources. Core revenues for private, for-profit institutions reporting under FASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private grants and contracts; net investment income; sales and services of educational activities; and other sources. In general, core revenues exclude revenues from auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations.

Equated Instructional Staff Salaries (Salaries Equated to 9-Month Contracts)

Total salary outlays for full-time instructional staff (by rank) on 11/12-month contracts were adjusted to 9/10-month outlays by multiplying the outlay for 11/12-month contracted instructional staff by .8182. The "equated" outlays were then added to the outlays for 9/10-month instructional staff to determine an average salary for each rank. Salaries for instructional staff on less-than-9-month contracts are not included.

Graduation Rates and Transfer-out Rate

Graduation rates are those developed to satisfy the requirements of the Student Right-to-Know (SRK) Act and are defined as the total number of individuals from a given cohort of full-time, first-time, degree/certificate-seeking undergraduates who completed a degree or certificate within 150 percent of normal time (for the degree or certificate) before the ending status date of August 31, 2007, divided by the entire cohort of full-time, first-time, degree/certificate-seeking undergraduates minus any allowable exclusions. Institutions are permitted to exclude from the initial cohort students who died or were totally and permanently disabled; those who left school to serve in the armed forces or were called to active duty; those who left to serve with a foreign aid service of the federal government, such as the Peace Corps; and those who left to serve on an official church mission. Transfer-out rate is the total number of students from the cohort who are known to have transferred out of the reporting institution within the same time period, divided by the same adjusted cohort. Only institutions with a mission that includes preparing students to transfer are required to report transfers out.

Retention Rates

Full-time retention rates are defined as the number of full-time, first-time, degree/certificate-seeking undergraduate students who enter the institution for the first time in the fall and who return to the same institution the following fall (as either full or part time), divided by the total number of full-time, first-time, degree/certificate-seeking undergraduates in the fall of first entrance. Part-time retention rates are similarly defined. For 4-year institutions offering a bachelor's degree, this rate is reported only for those students seeking a bachelor's degree. For less than 4-year institutions, the rate is calculated for all degree/certificate-seeking students.

Total Entering (Undergraduate-Level) Students

Total entering (undergraduate-level) students are all students coming into the institution for the first time. This includes students who initially attended the prior summer term and returned again in the fall; all first-time, first-year students; students transferring into the institution at any undergraduate level for the first time; both full-time and part-time students; and all degree/certificate-seeking as well as non-degree/certificate-seeking students. Only degree-granting institutions report total entering students.

Tuition and Required Fees

Tuition is defined as the amount of money charged to students for instructional services; required fees are those fixed sum charges to students for items not covered by tuition that are required of such a large proportion of all students that the student who does not pay the charge is an exception. The amounts used in this report are for full-time, first-time, degree/certificate-seeking undergraduates and are those used by the financial aid office to determine need. For institutions that have differential tuition rates for in-district or in-state students, the lowest tuition rate is used in the figure.

Additional Methodological Information

Additional methodological information on the IPEDS components can be found in the publications available at <http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010#011>. Additional definitions of variables used in this report can be found in the IPEDS online glossary available at <http://nces.ed.gov/ipeds/glossary/>.

Dr. Bob Kustra, President
Boise State University (ID: 142115)
1910 University Dr
Boise, ID 83725

NATIONAL CENTER FOR EDUCATION STATISTICS



*Idaho State University
Pocatello, ID*



The Integrated Postsecondary Education Data System (IPEDS) is the core postsecondary education data collection program for the NCES. It is a single, comprehensive system designed to encompass all institutions and educational organizations whose primary purpose is to provide postsecondary education. For additional information see <http://nces.ed.gov/ipeds>.

IPEDS DATA FEEDBACK REPORT

October 01, 2008

Dear Institutional Executive:

The National Center for Education Statistics is pleased to provide you with your institution's annual IPEDS Data Feedback Report. The report compares data provided by your institution in 2007-08 through the Integrated Postsecondary Education Data System (IPEDS) to data for a similar group of institutions. Like last year, your institution was given the opportunity to select its own comparison group. We strongly encourage institutions to take advantage of the opportunity to select the other institutions to which they want to be compared in the report, as they generally find the report more informative. If your institution did not submit its own group, IPEDS identified a comparison group for you (see the list toward the back of this report for the institutions in your comparison group).

I also encourage you to visit the IPEDS Executive Peer Tool (ExPT) at <http://nces.ed.gov/ipeds/pas/ExPT/>. Not only can you download a PDF of this report as it was sent to you, you can also select a different comparison group and recreate the full report in the PDF format. In addition, there are a number of additional figures available in the ExPT that are not included in your original report such as enrollments by student level, admissions and test scores, and more finance figures.

Thank you for all of your efforts to support IPEDS throughout the data collection process. Without your support and the high quality data that your institution provides, these reports would not be possible. Should you have any comments on how we can improve the Data Feedback Report and ExPT, please send them to ipedsdatafeedback@ed.gov.

Best regards,



Elise S. Miller
IPEDS Program Director

What Is the Purpose of This Report?

The IPEDS Data Feedback Report is intended to provide institutions a context for examining the data they submitted to the Integrated Postsecondary Education Data System (IPEDS). Our goal is to produce a report that is useful to institutional executives and that may help improve the quality and comparability of IPEDS data.

What Is in This Report?

The figures provided in this report are those suggested by the IPEDS Technical Review Panel. They were developed to provide selected indicators and data elements for your institution and a comparison group of institutions. The figures are based on data collected during the 2007-08 IPEDS collection cycle and are the most recent data available. Additional information about these indicators is provided in the Methodological Notes at the end of the report. Following the figures is a list of the institutions in your comparison group and the criteria used for their selection. Please refer to "Comparison Group" in the **Methodological Notes** for more information.

What Is IPEDS?

The Integrated Postsecondary Education Data System (IPEDS) is a system of survey components that collects data from all institutions

in the United States and other jurisdictions, such as Puerto Rico, whose primary purpose is to provide postsecondary education. IPEDS collects institution-level data on students (enrollment and graduation rates), student charges, program completions, faculty, staff, and finances. Each year nearly 6,700 postsecondary institutions provide information to the U.S. Department of Education through IPEDS. These data are used at the federal and state level for policy analysis and development; at the institutional level for benchmarking and peer analysis; and by students and parents, through the College Navigator (<http://collegenavigator.ed.gov/>), to aid in the college search process. For more information about IPEDS, see <http://nces.ed.gov/ipeds>.

Would You Like to Do More Analysis of Your IPEDS Data?

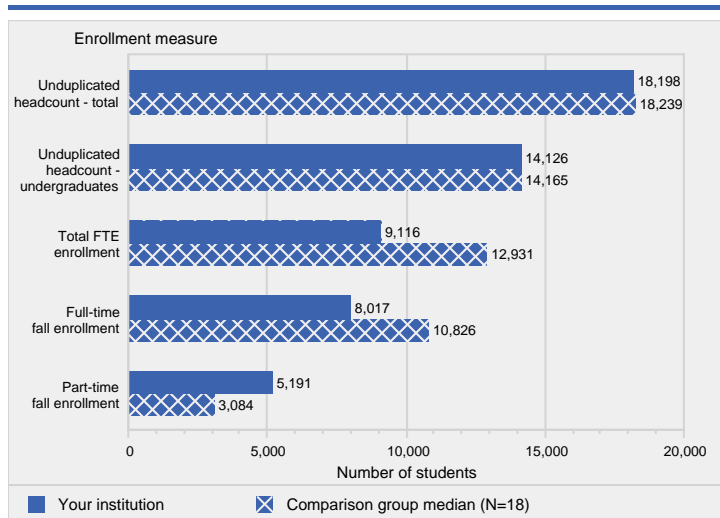
The information in this report can be produced for a different comparison group using the IPEDS Executive Peer Tool (ExPT) at <http://nces.ed.gov/ipeds/pas/expt>. If you would like to make comparisons on a wider range of IPEDS variables, or do additional types of analyses, the IPEDS Data Center is available at <http://nces.ed.gov/ipeds/pas>. In both systems, you may select your own comparison group. Through the ExPT, you may also print additional copies of this report.

Selected Figures

These figures are based on 2007-08 IPEDS data submitted by your institution, Idaho State University, and the comparison group listed later in this report. The number of institutions in the comparison group from which the median is derived is shown as "(N = x)" in the labels or in the legend at the bottom of the figure.

IPEDS DATA FEEDBACK REPORT

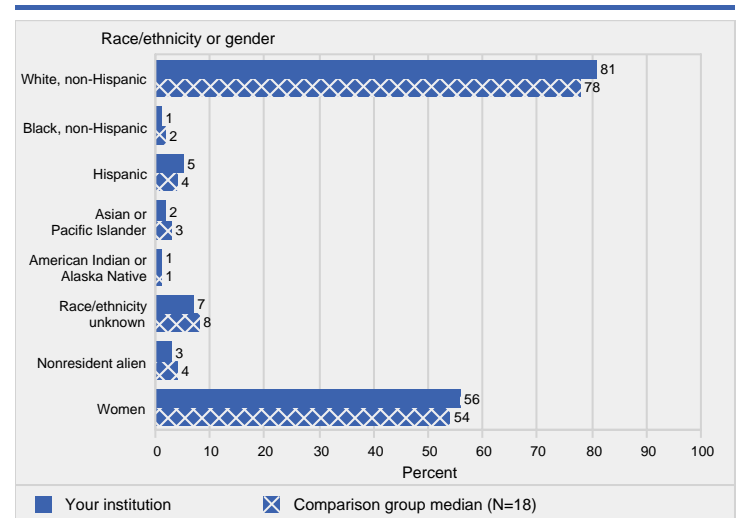
Figure 1. Unduplicated 12-month headcount of all students and of undergraduate students, total FTE enrollment (academic year 2006-07), and full- and part-time fall enrollment (Fall 2007)



NOTE: For details on calculating full-time equivalent (FTE) enrollment, see Calculating FTE in the Methodological Notes at the end of this report. Total headcount, FTE, and full- and part-time fall enrollment include both undergraduate and postbaccalaureate students, when applicable. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, 12-month Enrollment component and Spring 2008, Fall Enrollment component.

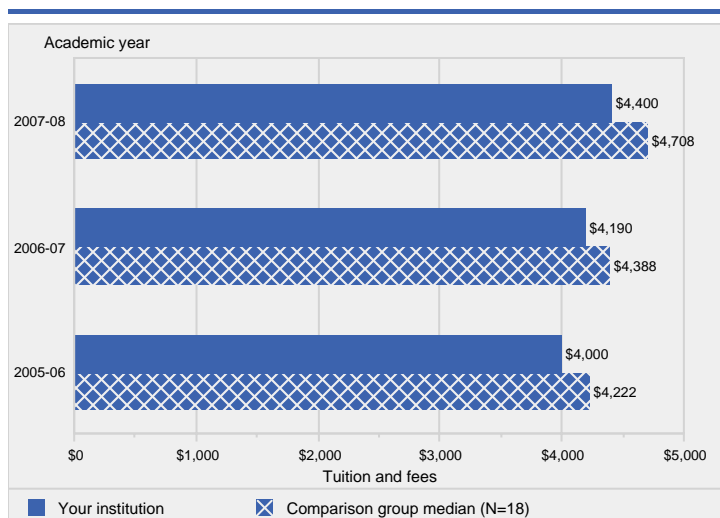
Figure 2. Percent of all students enrolled, by race/ethnicity, and percent who are women: Fall 2007



NOTE: Median values for the comparison group may not add to 100 percent. See "Use of Median Values for Comparison Group" in the Methodological Notes at the end of this report for how median values are determined. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Fall Enrollment component.

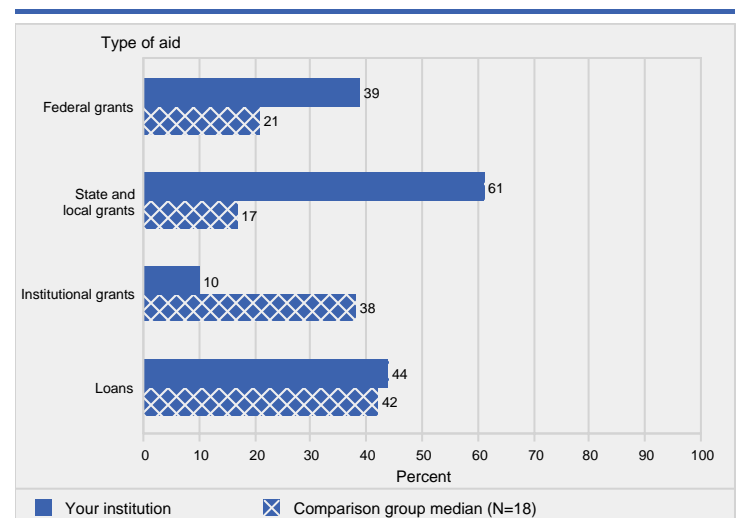
Figure 3. Academic year tuition and required fees for full-time, first-time, degree/certificate-seeking undergraduates: 2005-06–2007-08



NOTE: The tuition and required fees shown here are the lowest reported from the categories of in-district, in-state, and out-of-state. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, Institutional Characteristics component.

Figure 4. Percent of full-time, first-time, degree/certificate-seeking undergraduate students receiving financial aid, by type of aid: 2006-07

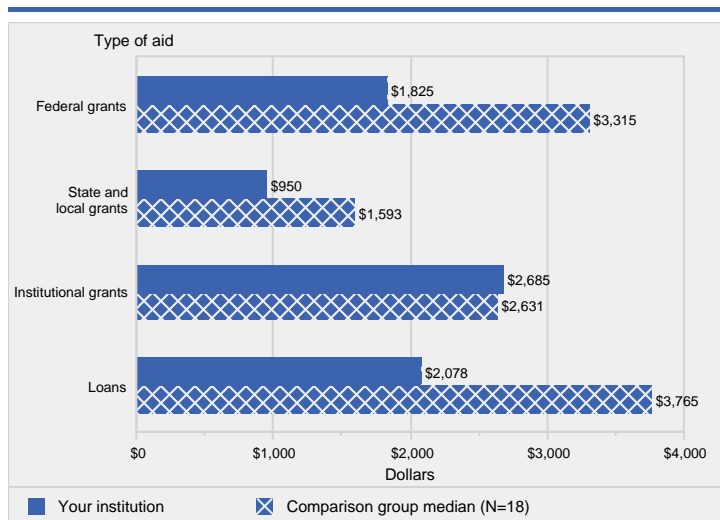


NOTE: For details on how students are counted for financial aid reporting, see Cohort Determination for Reporting Student Financial Aid and Graduation Rates in the Methodological Notes at the end of this report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Student Financial Aid component.

IPEDS DATA FEEDBACK REPORT

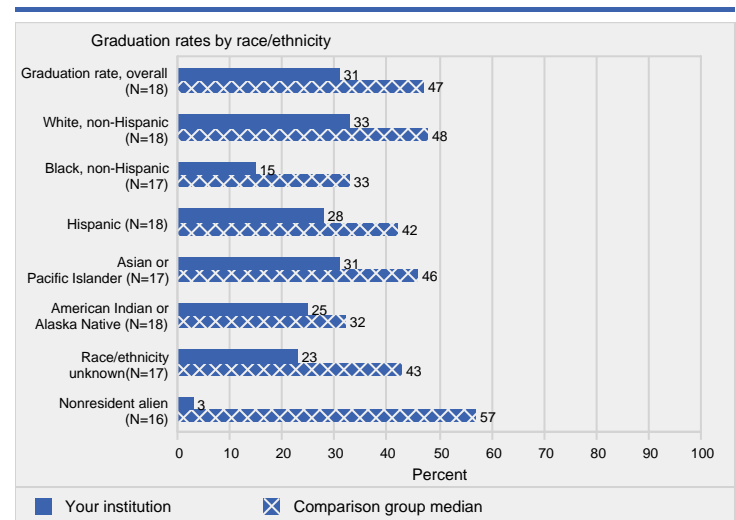
Figure 5. Types and average amounts of financial aid received by full-time, first-time, degree/certificate-seeking undergraduates: 2006-07



NOTE: Average grant (or loan) values were calculated by dividing the total grants (or loans) awarded by the total number of recipients in each institution. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Student Financial Aid component.

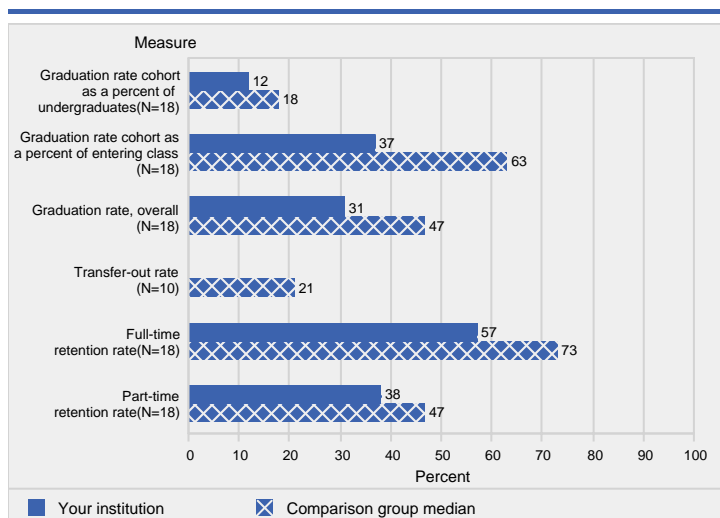
Figure 6. Graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within 150% of normal time to program completion, by race/ethnicity: 2001 cohort



NOTE: The graduation rates are the Student Right-to-Know (SRK) rates. For more information see the Methodological Notes at the end of the report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Graduation Rates component.

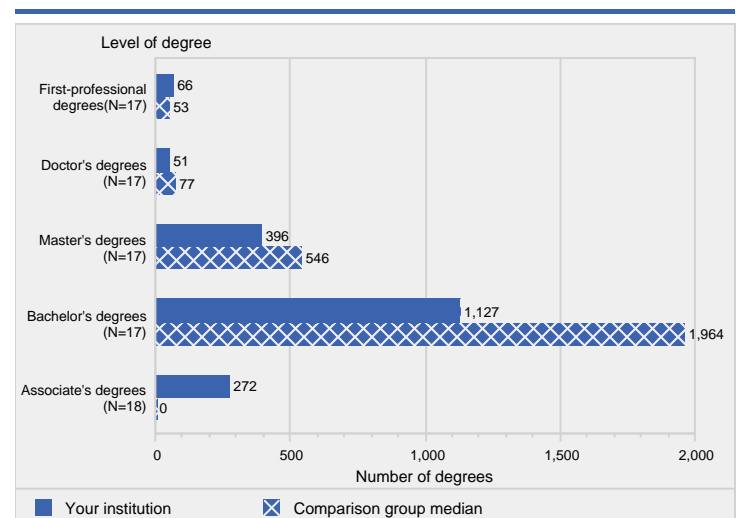
Figure 7. Graduation rate cohort as a percent of all undergraduates and as a percent of total entering students (Fall 2007); graduation rate and transfer-out rate (2001 cohort); and retention rates (Fall 2007)



NOTE: Graduation rate cohort includes all full-time, first-time, degree/certificate-seeking undergraduate students. Entering class includes all students coming to the institution for the first time. Only institutions with a mission to prepare students to transfer are required to report transfers out. Graduation and transfer-out rates are the Student Right-to-Know rates. 4-year schools report retention rates for students seeking a bachelor's degree. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Fall Enrollment component and Graduation Rates component.

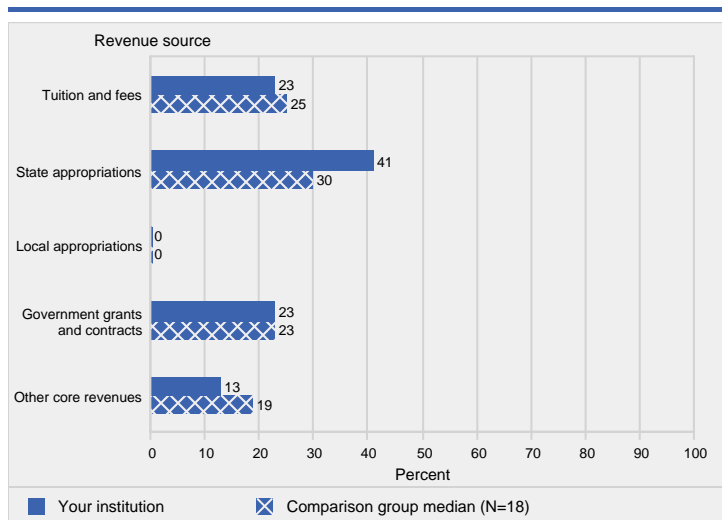
Figure 8. Number of degrees awarded, by level: Academic year 2006-07



NOTE: N is the number of institutions in the comparison group.

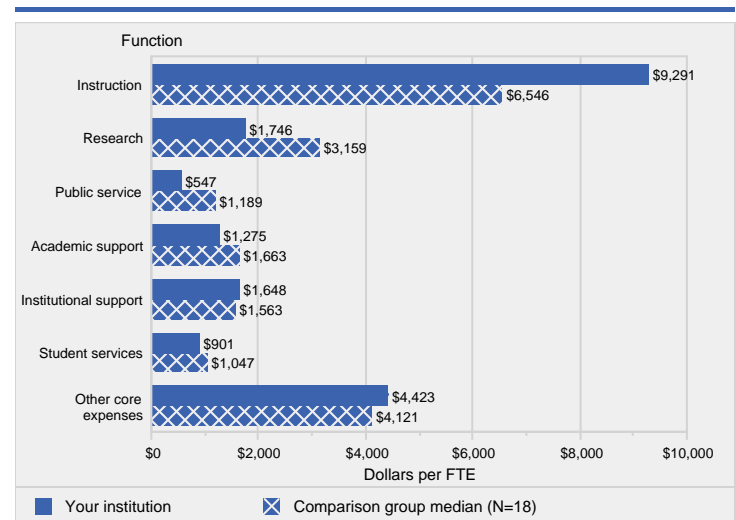
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, Completions component.

IPEDS DATA FEEDBACK REPORT

Figure 9. Percent distribution of core revenues, by source: Fiscal year 2007

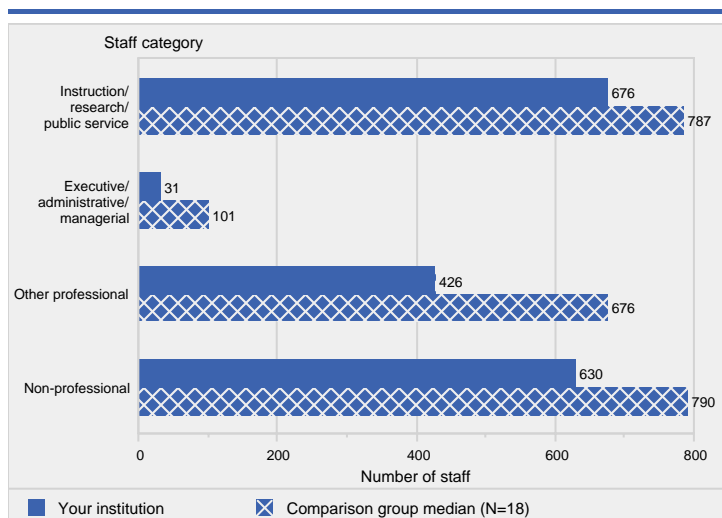
NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For a detailed definition of core revenues, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Finance component.

Figure 10. Core expenses per FTE enrollment, by function: Fiscal year 2007

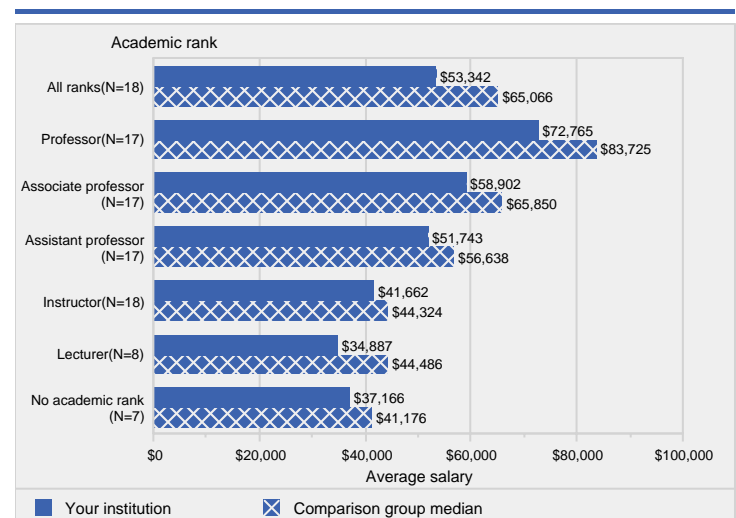
NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. Expenses per full-time equivalent (FTE) enrollment, particularly instruction, may be inflated because finance data includes all core expenses while FTE reflects credit activity only. For details on calculating FTE enrollment and a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, 12-month Enrollment component and Spring 2008, Finance component.

Figure 11. Full-time equivalent staff by assigned position: Fall 2007

NOTE: Graduate assistants are not included in this figure. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2007-08, Human Resources component.

Figure 12. Average salaries of full-time instructional staff equated to 9-month contracts, by academic rank: Academic year 2007-08

NOTE: Average full-time instructional staff salaries for 11/12-month contracts were adjusted to 9-month average salaries by multiplying the 11/12-month salary by .8182. Salaries based on less than 9-month contracts are not included. Medical school staff salaries are not included. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2007-08, Human Resources component.

IPEDS DATA FEEDBACK REPORT

COMPARISON GROUP

This custom comparison group for Idaho State University includes the following 18 institutions:

- ▶ Boise State University (Boise, ID)
- ▶ Montana State University (Bozeman, MT)
- ▶ New Mexico State University-Main Campus (Las Cruces, NM)
- ▶ Northern Arizona University (Flagstaff, AZ)
- ▶ Portland State University (Portland, OR)
- ▶ The University of Montana (Missoula, MT)
- ▶ The University of Montana-Western (Dillon, MT)
- ▶ University of Colorado Denver (Denver, CO)
- ▶ University of Idaho (Moscow, ID)
- ▶ University of Kansas (Lawrence, KS)
- ▶ University of Montana-Helena College of Technology (Helena, MT)
- ▶ University of Nevada-Las Vegas (Las Vegas, NV)
- ▶ University of Nevada-Reno (Reno, NV)
- ▶ University of North Dakota (Grand Forks, ND)
- ▶ University of Northern Colorado (Greeley, CO)
- ▶ University of Northern Iowa (Cedar Falls, IA)
- ▶ University of Oregon (Eugene, OR)
- ▶ University of Wyoming (Laramie, WY)

METHODOLOGICAL NOTES

Overview

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Retention Rates

Full-time retention rates are defined as the number of full-time, first-time, degree/certificate-seeking undergraduate students who enter the institution for the first time in the fall and who return to the same institution the following fall (as either full or part time), divided by the total number of full-time, first-time, degree/certificate-seeking undergraduates in the fall of first entrance. Part-time retention rates are similarly defined. For 4-year institutions offering a bachelor's degree, this rate is reported only for those students seeking a bachelor's degree. For less than 4-year institutions, the rate is calculated for all degree/certificate-seeking students.

Total Entering (Undergraduate-Level) Students

Total entering (undergraduate-level) students are all students coming into the institution for the first time. This includes students who initially attended the prior summer term and returned again in the fall; all first-time, first-year students; students transferring into the institution at any undergraduate level for the first time; both full-time and part-time students; and all degree/certificate-seeking as well as non-degree/certificate-seeking students. Only degree-granting institutions report total entering students.

Tuition and Required Fees

Tuition is defined as the amount of money charged to students for instructional services; required fees are those fixed sum charges to students for items not covered by tuition that are required of such a large proportion of all students that the student who does not pay the charge is an exception. The amounts used in this report are for full-time, first-time, degree/certificate-seeking undergraduates and are those used by the financial aid office to determine need. For institutions that have differential tuition rates for in-district or in-state students, the lowest tuition rate is used in the figure.

Additional Methodological Information

Additional methodological information on the IPEDS components can be found in the publications available at <http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010#011>. Additional definitions of variables used in this report can be found in the IPEDS online glossary available at <http://nces.ed.gov/ipeds/glossary/>.

Dr. Arthur C. Vailas, President
Idaho State University (ID: 142276)
921 S 7th Ave
Pocatello, ID 83209

NATIONAL CENTER FOR EDUCATION STATISTICS



University of Idaho
Moscow, ID



The Integrated Postsecondary Education Data System (IPEDS) is the core postsecondary education data collection program for the NCES. It is a single, comprehensive system designed to encompass all institutions and educational organizations whose primary purpose is to provide postsecondary education. For additional information see <http://nces.ed.gov/ipeds>.

IPEDS DATA FEEDBACK REPORT

October 01, 2008

Dear Institutional Executive:

The National Center for Education Statistics is pleased to provide you with your institution's annual IPEDS Data Feedback Report. The report compares data provided by your institution in 2007-08 through the Integrated Postsecondary Education Data System (IPEDS) to data for a similar group of institutions. Like last year, your institution was given the opportunity to select its own comparison group. We strongly encourage institutions to take advantage of the opportunity to select the other institutions to which they want to be compared in the report, as they generally find the report more informative. If your institution did not submit its own group, IPEDS identified a comparison group for you (see the list toward the back of this report for the institutions in your comparison group).

I also encourage you to visit the IPEDS Executive Peer Tool (ExPT) at <http://nces.ed.gov/ipeds/pas/ExPT/>. Not only can you download a PDF of this report as it was sent to you, you can also select a different comparison group and recreate the full report in the PDF format. In addition, there are a number of additional figures available in the ExPT that are not included in your original report such as enrollments by student level, admissions and test scores, and more finance figures.

Thank you for all of your efforts to support IPEDS throughout the data collection process. Without your support and the high quality data that your institution provides, these reports would not be possible. Should you have any comments on how we can improve the Data Feedback Report and ExPT, please send them to ipedsdatafeedback@ed.gov.

Best regards,



Elise S. Miller
IPEDS Program Director

What Is the Purpose of This Report?

The IPEDS Data Feedback Report is intended to provide institutions a context for examining the data they submitted to the Integrated Postsecondary Education Data System (IPEDS). Our goal is to produce a report that is useful to institutional executives and that may help improve the quality and comparability of IPEDS data.

What Is in This Report?

The figures provided in this report are those suggested by the IPEDS Technical Review Panel. They were developed to provide selected indicators and data elements for your institution and a comparison group of institutions. The figures are based on data collected during the 2007-08 IPEDS collection cycle and are the most recent data available. Additional information about these indicators is provided in the Methodological Notes at the end of the report. Following the figures is a list of the institutions in your comparison group and the criteria used for their selection. Please refer to "Comparison Group" in the **Methodological Notes** for more information.

What Is IPEDS?

The Integrated Postsecondary Education Data System (IPEDS) is a system of survey components that collects data from all institutions

in the United States and other jurisdictions, such as Puerto Rico, whose primary purpose is to provide postsecondary education. IPEDS collects institution-level data on students (enrollment and graduation rates), student charges, program completions, faculty, staff, and finances. Each year nearly 6,700 postsecondary institutions provide information to the U.S. Department of Education through IPEDS. These data are used at the federal and state level for policy analysis and development; at the institutional level for benchmarking and peer analysis; and by students and parents, through the College Navigator (<http://collegenavigator.ed.gov/>), to aid in the college search process. For more information about IPEDS, see <http://nces.ed.gov/ipeds>.

Would You Like to Do More Analysis of Your IPEDS Data?

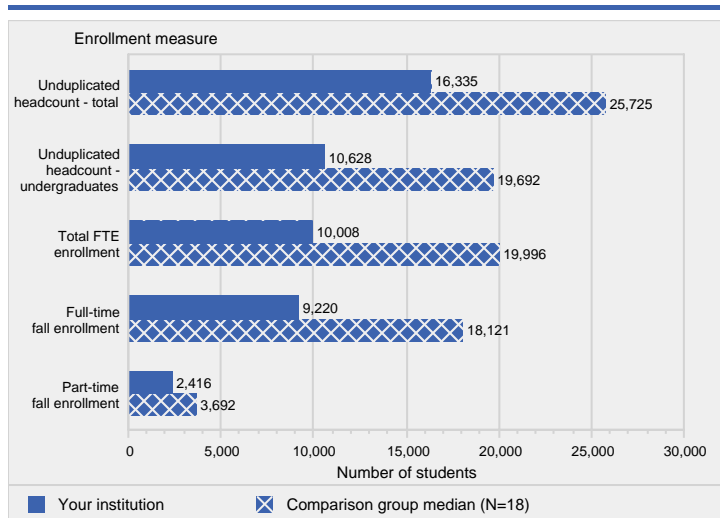
The information in this report can be produced for a different comparison group using the IPEDS Executive Peer Tool (ExPT) at <http://nces.ed.gov/ipeds/pas/expt>. If you would like to make comparisons on a wider range of IPEDS variables, or do additional types of analyses, the IPEDS Data Center is available at <http://nces.ed.gov/ipeds/pas>. In both systems, you may select your own comparison group. Through the ExPT, you may also print additional copies of this report.

Selected Figures

These figures are based on 2007-08 IPEDS data submitted by your institution, University of Idaho, and the comparison group listed later in this report. The number of institutions in the comparison group from which the median is derived is shown as "(N = x)" in the labels or in the legend at the bottom of the figure.

IPEDS DATA FEEDBACK REPORT

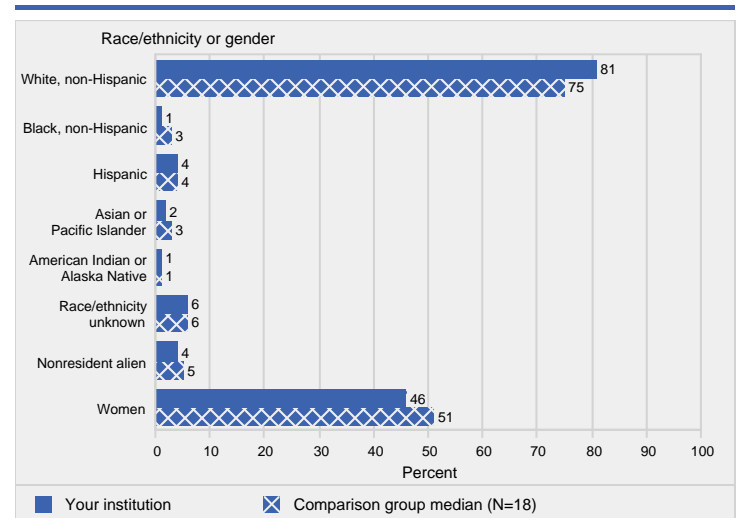
Figure 1. Unduplicated 12-month headcount of all students and of undergraduate students, total FTE enrollment (academic year 2006-07), and full- and part-time fall enrollment (Fall 2007)



NOTE: For details on calculating full-time equivalent (FTE) enrollment, see Calculating FTE in the Methodological Notes at the end of this report. Total headcount, FTE, and full- and part-time fall enrollment include both undergraduate and postbaccalaureate students, when applicable. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, 12-month Enrollment component and Spring 2008, Fall Enrollment component.

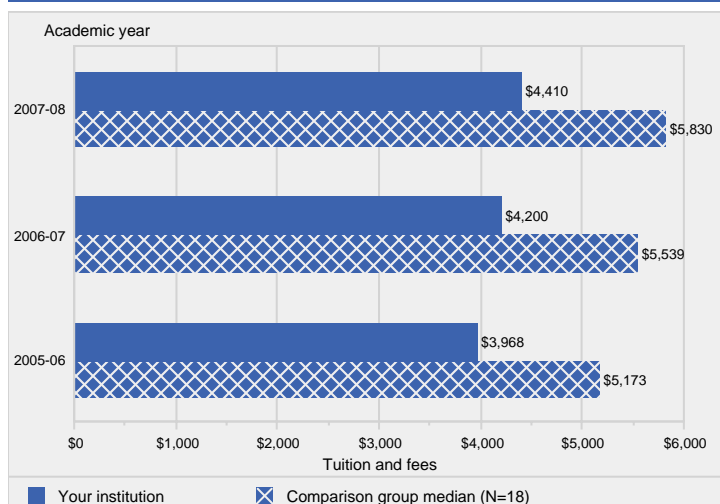
Figure 2. Percent of all students enrolled, by race/ethnicity, and percent who are women: Fall 2007



NOTE: Median values for the comparison group may not add to 100 percent. See "Use of Median Values for Comparison Group" in the Methodological Notes at the end of this report for how median values are determined. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Fall Enrollment component.

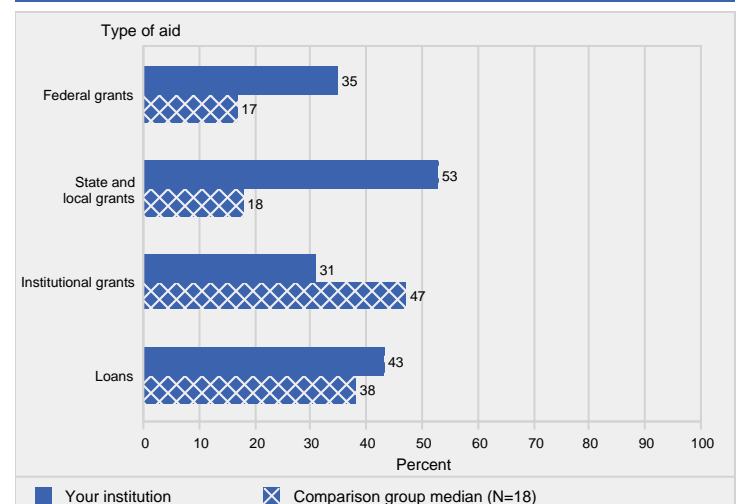
Figure 3. Academic year tuition and required fees for full-time, first-time, degree/certificate-seeking undergraduates: 2005-06–2007-08



NOTE: The tuition and required fees shown here are the lowest reported from the categories of in-district, in-state, and out-of-state. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, Institutional Characteristics component.

Figure 4. Percent of full-time, first-time, degree/certificate-seeking undergraduate students receiving financial aid, by type of aid: 2006-07

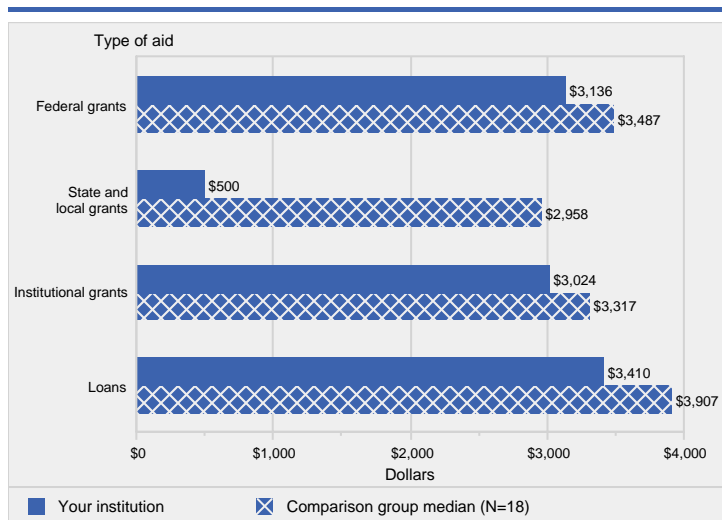


NOTE: For details on how students are counted for financial aid reporting, see Cohort Determination for Reporting Student Financial Aid and Graduation Rates in the Methodological Notes at the end of this report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Student Financial Aid component.

IPEDS DATA FEEDBACK REPORT

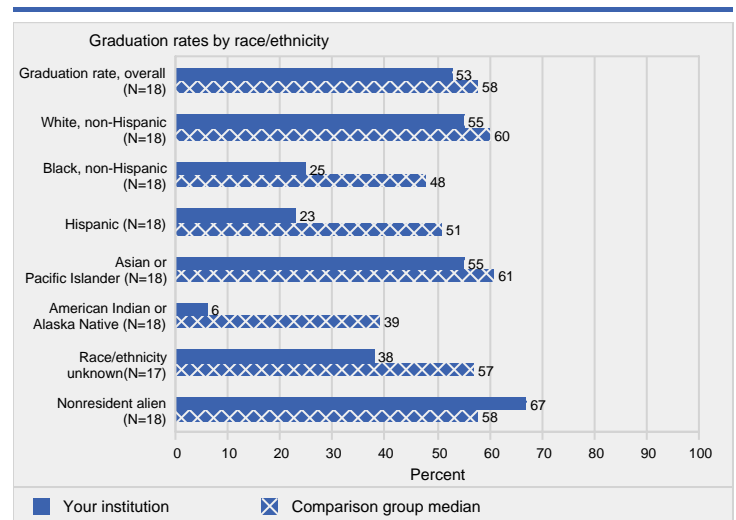
Figure 5. Types and average amounts of financial aid received by full-time, first-time, degree/certificate-seeking undergraduates: 2006-07



NOTE: Average grant (or loan) values were calculated by dividing the total grants (or loans) awarded by the total number of recipients in each institution. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Student Financial Aid component.

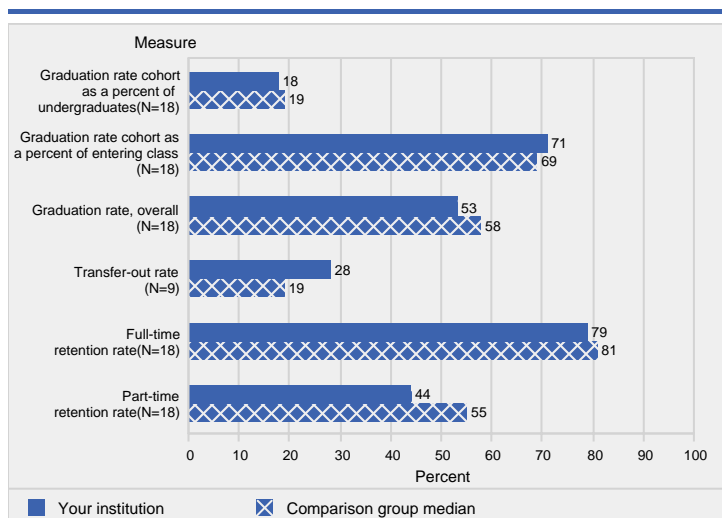
Figure 6. Graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within 150% of normal time to program completion, by race/ethnicity: 2001 cohort



NOTE: The graduation rates are the Student Right-to-Know (SRK) rates. For more information see the Methodological Notes at the end of the report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Graduation Rates component.

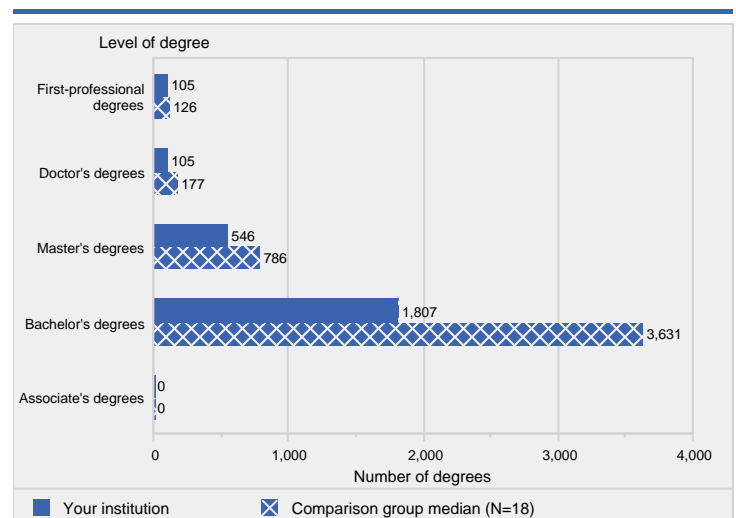
Figure 7. Graduation rate cohort as a percent of all undergraduates and as a percent of total entering students (Fall 2007); graduation rate and transfer-out rate (2001 cohort); and retention rates (Fall 2007)



NOTE: Graduation rate cohort includes all full-time, first-time, degree/certificate-seeking undergraduate students. Entering class includes all students coming to the institution for the first time. Only institutions with a mission to prepare students to transfer are required to report transfers out. Graduation and transfer-out rates are the Student Right-to-Know rates. 4-year schools report retention rates for students seeking a bachelor's degree. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Fall Enrollment component and Graduation Rates component.

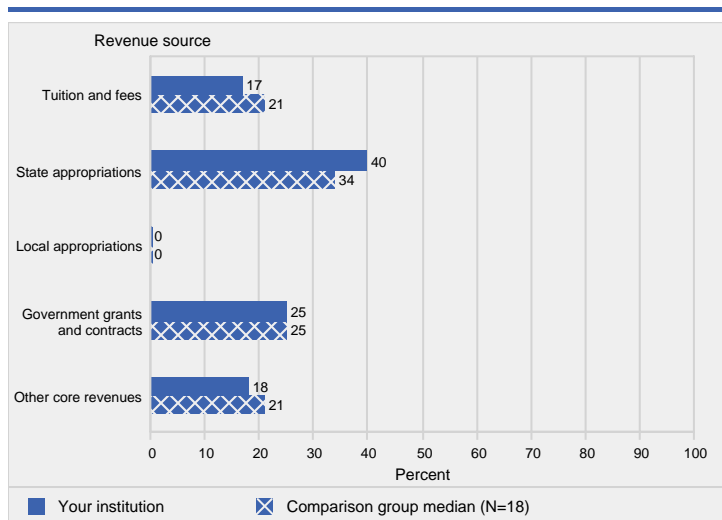
Figure 8. Number of degrees awarded, by level: Academic year 2006-07



NOTE: N is the number of institutions in the comparison group.

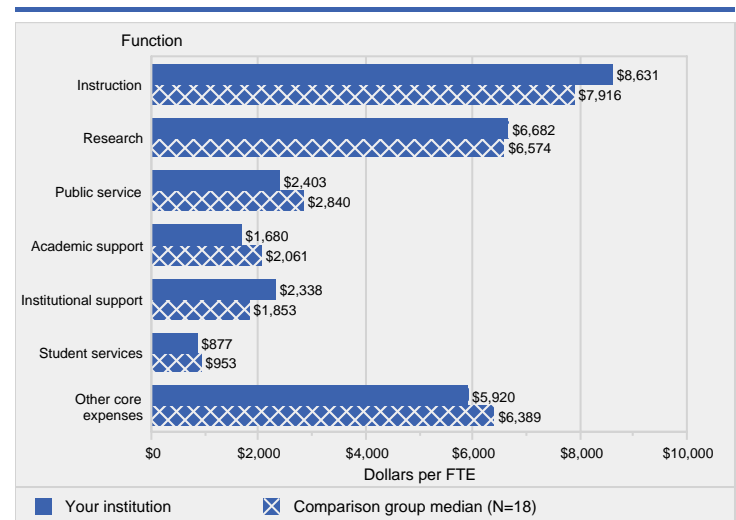
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, Completions component.

IPEDS DATA FEEDBACK REPORT

Figure 9. Percent distribution of core revenues, by source: Fiscal year 2007

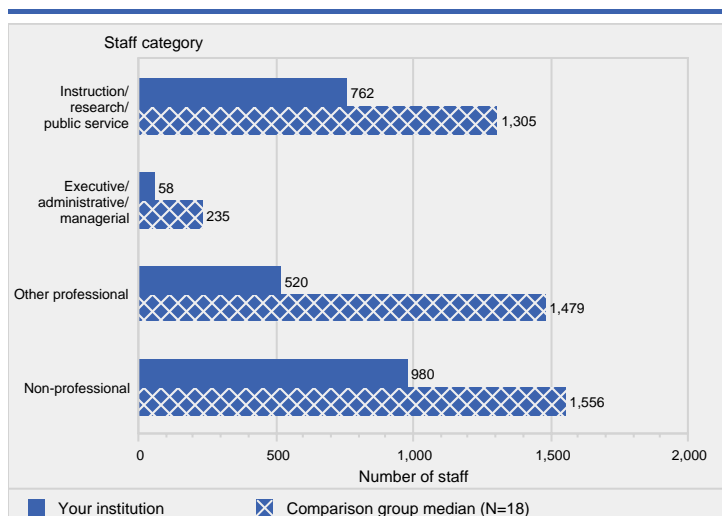
NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For a detailed definition of core revenues, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Finance component.

Figure 10. Core expenses per FTE enrollment, by function: Fiscal year 2007

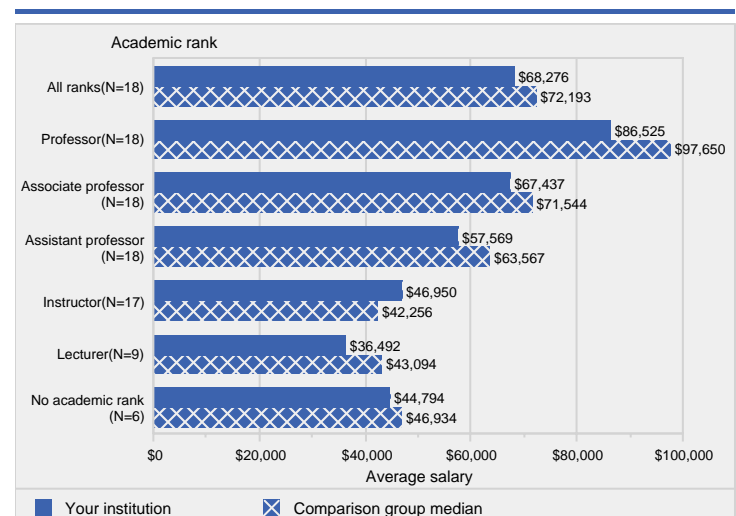
NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. Expenses per full-time equivalent (FTE) enrollment, particularly instruction, may be inflated because finance data includes all core expenses while FTE reflects credit activity only. For details on calculating FTE enrollment and a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, 12-month Enrollment component and Spring 2008, Finance component.

Figure 11. Full-time equivalent staff by assigned position: Fall 2007

NOTE: Graduate assistants are not included in this figure. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2007-08, Human Resources component.

Figure 12. Average salaries of full-time instructional staff equated to 9-month contracts, by academic rank: Academic year 2007-08

NOTE: Average full-time instructional staff salaries for 11/12-month contracts were adjusted to 9-month average salaries by multiplying the 11/12-month salary by .8182. Salaries based on less than 9-month contracts are not included. Medical school staff salaries are not included. N is the number of institutions in the comparison group.

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IPEDS DATA FEEDBACK REPORT

COMPARISON GROUP

This custom comparison group for University of Idaho includes the following 18 institutions:

- ▶ Colorado State University (Fort Collins, CO)
- ▶ Iowa State University (Ames, IA)
- ▶ Kansas State University (Manhattan, KS)
- ▶ Michigan State University (East Lansing, MI)
- ▶ Montana State University (Bozeman, MT)
- ▶ New Mexico State University-Main Campus (Las Cruces, NM)
- ▶ Oklahoma State University-Main Campus (Stillwater, OK)
- ▶ Oregon State University (Corvallis, OR)
- ▶ Texas Tech University (Lubbock, TX)
- ▶ University of Arizona (Tucson, AZ)
- ▶ University of Arkansas Main Campus (Fayetteville, AR)
- ▶ University of California-Davis (Davis, CA)
- ▶ University of Nebraska-Lincoln (Lincoln, NE)
- ▶ University of Nevada-Reno (Reno, NV)
- ▶ University of Oregon (Eugene, OR)
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- ▶ Utah State University (Logan, UT)
- ▶ Washington State University (Pullman, WA)

METHODOLOGICAL NOTES

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Full-time retention rates are defined as the number of full-time, first-time, degree/certificate-seeking undergraduate students who enter the institution for the first time in the fall and who return to the same institution the following fall (as either full or part time), divided by the total number of full-time, first-time, degree/certificate-seeking undergraduates in the fall of first entrance. Part-time retention rates are similarly defined. For 4-year institutions offering a bachelor's degree, this rate is reported only for those students seeking a bachelor's degree. For less than 4-year institutions, the rate is calculated for all degree/certificate-seeking students.

Total Entering (Undergraduate-Level) Students

Total entering (undergraduate-level) students are all students coming into the institution for the first time. This includes students who initially attended the prior summer term and returned again in the fall; all first-time, first-year students; students transferring into the institution at any undergraduate level for the first time; both full-time and part-time students; and all degree/certificate-seeking as well as non-degree/certificate-seeking students. Only degree-granting institutions report total entering students.

Tuition and Required Fees

Tuition is defined as the amount of money charged to students for instructional services; required fees are those fixed sum charges to students for items not covered by tuition that are required of such a large proportion of all students that the student who does not pay the charge is an exception. The amounts used in this report are for full-time, first-time, degree/certificate-seeking undergraduates and are those used by the financial aid office to determine need. For institutions that have differential tuition rates for in-district or in-state students, the lowest tuition rate is used in the figure.

Additional Methodological Information

Additional methodological information on the IPEDS components can be found in the publications available at <http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010#011>. Additional definitions of variables used in this report can be found in the IPEDS online glossary available at <http://nces.ed.gov/ipeds/glossary/>.

Timothy White, President
University of Idaho (ID: 142285)
875 Perimeter Drive
Moscow, ID 83844-2282

NATIONAL CENTER FOR EDUCATION STATISTICS



Lewis-Clark State College
Lewiston, ID



The Integrated Postsecondary Education Data System (IPEDS) is the core postsecondary education data collection program for the NCES. It is a single, comprehensive system designed to encompass all institutions and educational organizations whose primary purpose is to provide postsecondary education. For additional information see <http://nces.ed.gov/ipeds>.

IPEDS DATA FEEDBACK REPORT

October 01, 2008

Dear Institutional Executive:

The National Center for Education Statistics is pleased to provide you with your institution's annual IPEDS Data Feedback Report. The report compares data provided by your institution in 2007-08 through the Integrated Postsecondary Education Data System (IPEDS) to data for a similar group of institutions. Like last year, your institution was given the opportunity to select its own comparison group. We strongly encourage institutions to take advantage of the opportunity to select the other institutions to which they want to be compared in the report, as they generally find the report more informative. If your institution did not submit its own group, IPEDS identified a comparison group for you (see the list toward the back of this report for the institutions in your comparison group).

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Best regards,



Elise S. Miller
IPEDS Program Director

What Is the Purpose of This Report?

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What Is IPEDS?

The Integrated Postsecondary Education Data System (IPEDS) is a system of survey components that collects data from all institutions

in the United States and other jurisdictions, such as Puerto Rico, whose primary purpose is to provide postsecondary education. IPEDS collects institution-level data on students (enrollment and graduation rates), student charges, program completions, faculty, staff, and finances. Each year nearly 6,700 postsecondary institutions provide information to the U.S. Department of Education through IPEDS. These data are used at the federal and state level for policy analysis and development; at the institutional level for benchmarking and peer analysis; and by students and parents, through the College Navigator (<http://collegenavigator.ed.gov/>), to aid in the college search process. For more information about IPEDS, see <http://nces.ed.gov/ipeds>.

Would You Like to Do More Analysis of Your IPEDS Data?

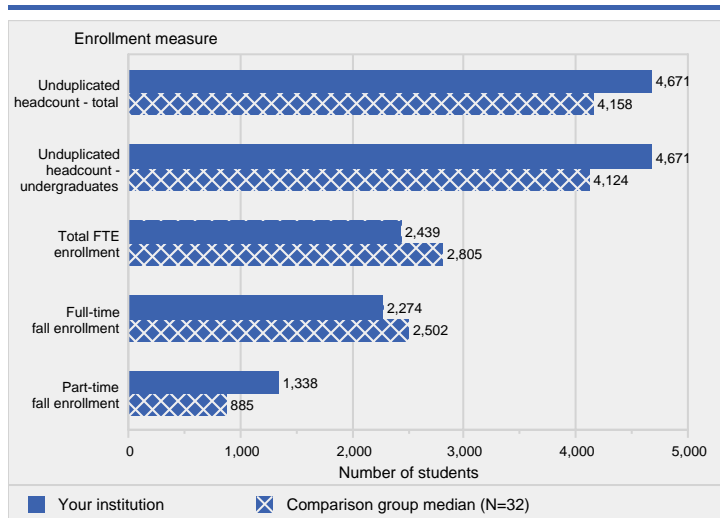
The information in this report can be produced for a different comparison group using the IPEDS Executive Peer Tool (ExPT) at <http://nces.ed.gov/ipeds/pas/expt>. If you would like to make comparisons on a wider range of IPEDS variables, or do additional types of analyses, the IPEDS Data Center is available at <http://nces.ed.gov/ipeds/pas>. In both systems, you may select your own comparison group. Through the ExPT, you may also print additional copies of this report.

Selected Figures

These figures are based on 2007-08 IPEDS data submitted by your institution, Lewis-Clark State College, and the comparison group listed later in this report. The number of institutions in the comparison group from which the median is derived is shown as "(N = x)" in the labels or in the legend at the bottom of the figure.

IPEDS DATA FEEDBACK REPORT

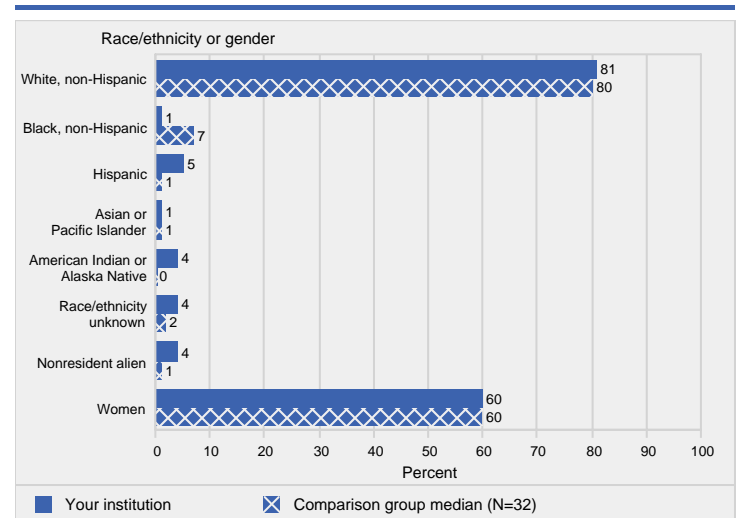
Figure 1. Unduplicated 12-month headcount of all students and of undergraduate students, total FTE enrollment (academic year 2006-07), and full- and part-time fall enrollment (Fall 2007)



NOTE: For details on calculating full-time equivalent (FTE) enrollment, see Calculating FTE in the Methodological Notes at the end of this report. Total headcount, FTE, and full- and part-time fall enrollment include both undergraduate and postbaccalaureate students, when applicable. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, 12-month Enrollment component and Spring 2008, Fall Enrollment component.

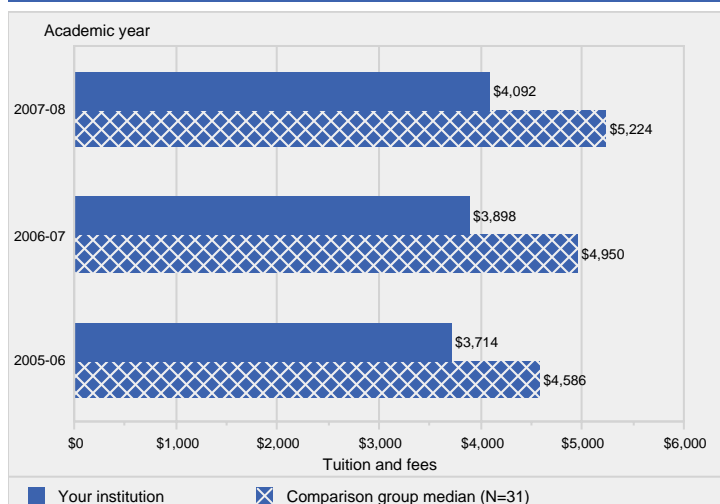
Figure 2. Percent of all students enrolled, by race/ethnicity, and percent who are women: Fall 2007



NOTE: Median values for the comparison group may not add to 100 percent. See "Use of Median Values for Comparison Group" in the Methodological Notes at the end of this report for how median values are determined. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Fall Enrollment component.

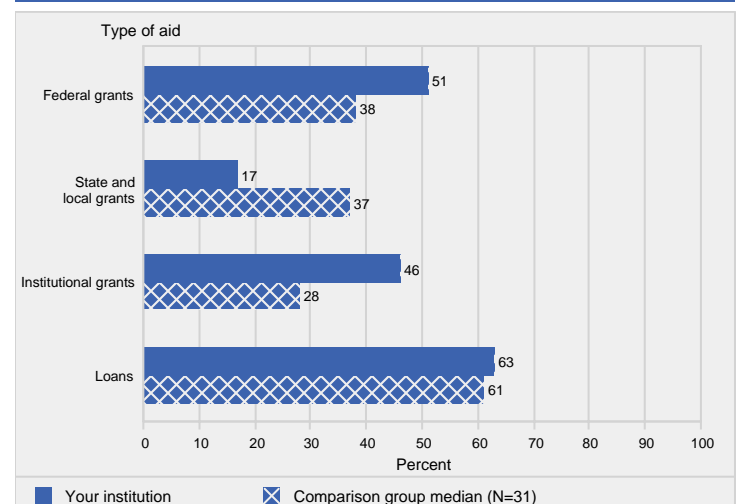
Figure 3. Academic year tuition and required fees for full-time, first-time, degree/certificate-seeking undergraduates: 2005-06–2007-08



NOTE: The tuition and required fees shown here are the lowest reported from the categories of in-district, in-state, and out-of-state. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, Institutional Characteristics component.

Figure 4. Percent of full-time, first-time, degree/certificate-seeking undergraduate students receiving financial aid, by type of aid: 2006-07

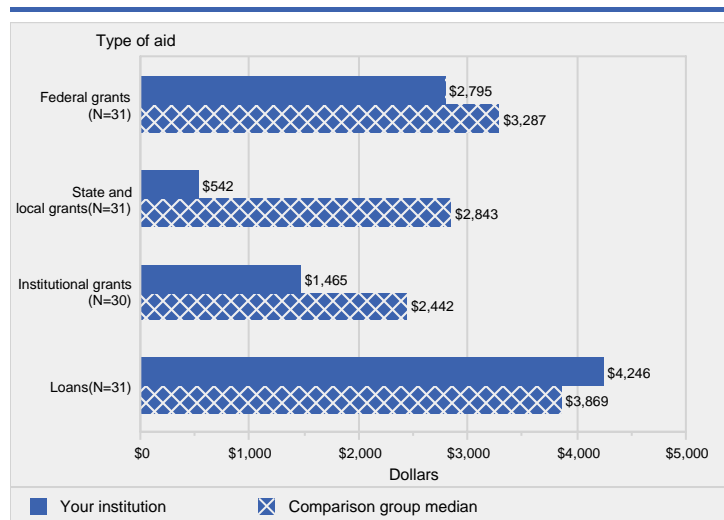


NOTE: For details on how students are counted for financial aid reporting, see Cohort Determination for Reporting Student Financial Aid and Graduation Rates in the Methodological Notes at the end of this report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Student Financial Aid component.

IPEDS DATA FEEDBACK REPORT

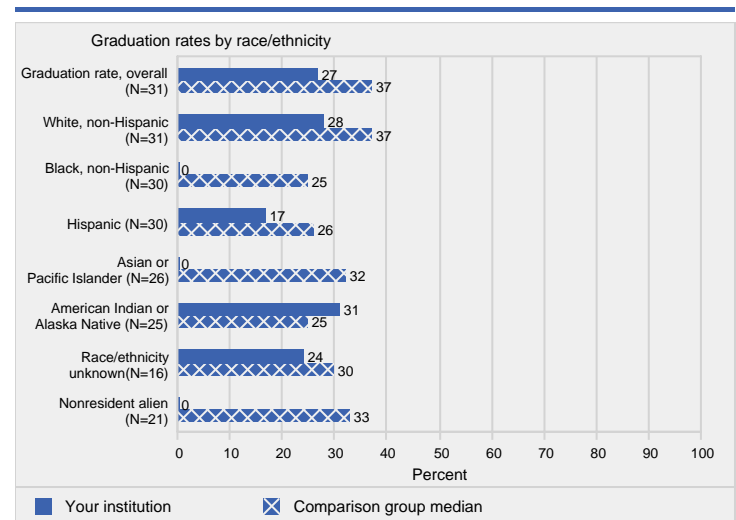
Figure 5. Types and average amounts of financial aid received by full-time, first-time, degree/certificate-seeking undergraduates: 2006-07



NOTE: Average grant (or loan) values were calculated by dividing the total grants (or loans) awarded by the total number of recipients in each institution. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Student Financial Aid component.

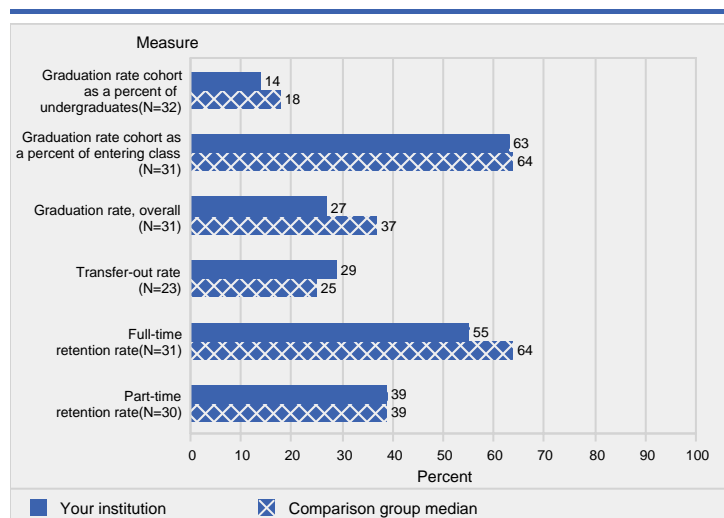
Figure 6. Graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within 150% of normal time to program completion, by race/ethnicity: 2001 cohort



NOTE: The graduation rates are the Student Right-to-Know (SRK) rates. For more information see the Methodological Notes at the end of the report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Graduation Rates component.

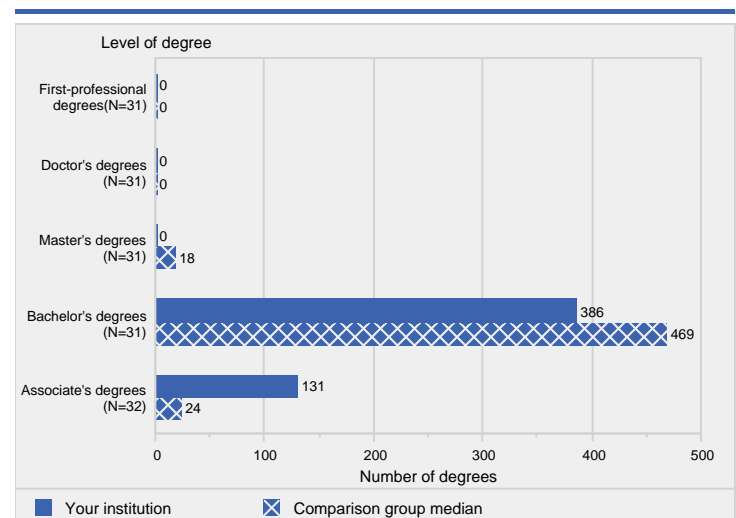
Figure 7. Graduation rate cohort as a percent of all undergraduates and as a percent of total entering students (Fall 2007); graduation rate and transfer-out rate (2001 cohort); and retention rates (Fall 2007)



NOTE: Graduation rate cohort includes all full-time, first-time, degree/certificate-seeking undergraduate students. Entering class includes all students coming to the institution for the first time. Only institutions with a mission to prepare students to transfer are required to report transfers out. Graduation and transfer-out rates are the Student Right-to-Know rates. 4-year schools report retention rates for students seeking a bachelor's degree. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Fall Enrollment component and Graduation Rates component.

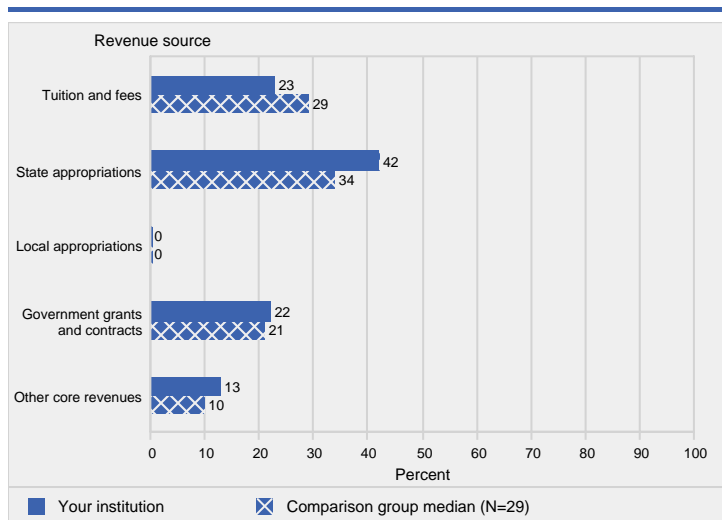
Figure 8. Number of degrees awarded, by level: Academic year 2006-07



NOTE: N is the number of institutions in the comparison group.

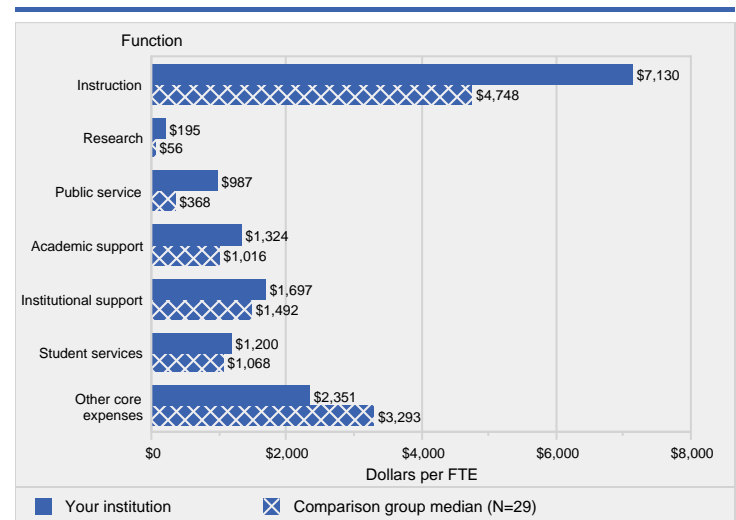
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, Completions component.

IPEDS DATA FEEDBACK REPORT

Figure 9. Percent distribution of core revenues, by source: Fiscal year 2007

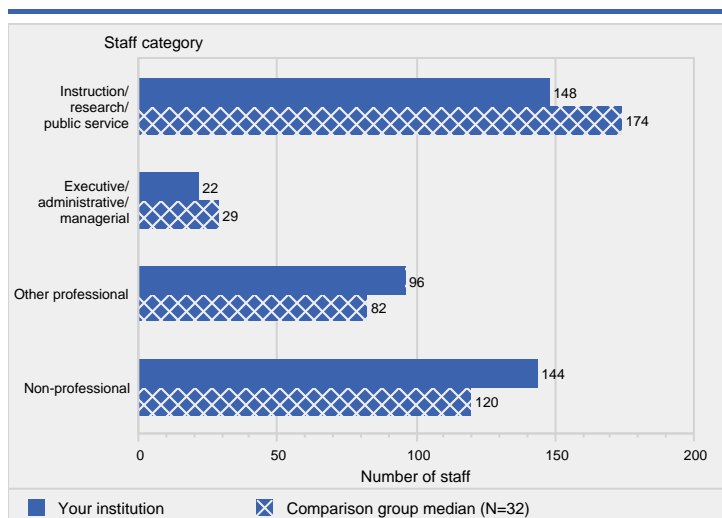
NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For a detailed definition of core revenues, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Finance component.

Figure 10. Core expenses per FTE enrollment, by function: Fiscal year 2007

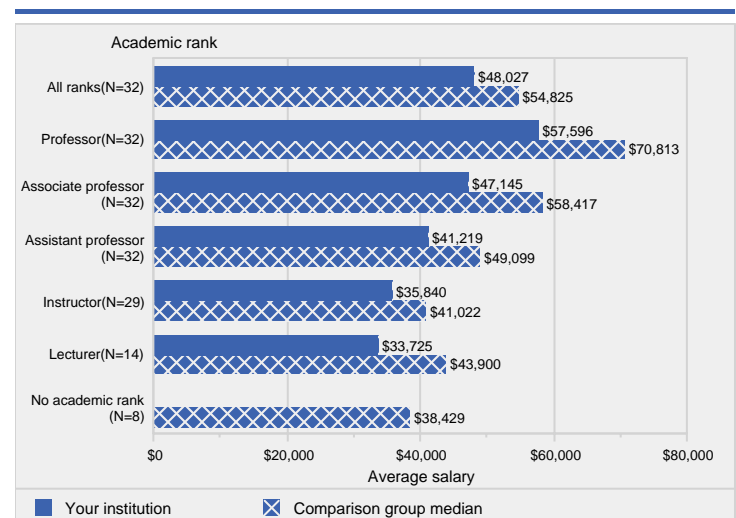
NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. Expenses per full-time equivalent (FTE) enrollment, particularly instruction, may be inflated because finance data includes all core expenses while FTE reflects credit activity only. For details on calculating FTE enrollment and a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, 12-month Enrollment component and Spring 2008, Finance component.

Figure 11. Full-time equivalent staff by assigned position: Fall 2007

NOTE: Graduate assistants are not included in this figure. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2007-08, Human Resources component.

Figure 12. Average salaries of full-time instructional staff equated to 9-month contracts, by academic rank: Academic year 2007-08

NOTE: Average full-time instructional staff salaries for 11/12-month contracts were adjusted to 9-month average salaries by multiplying the 11/12-month salary by .8182. Salaries based on less than 9-month contracts are not included. Medical school staff salaries are not included. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2007-08, Human Resources component.

IPEDS DATA FEEDBACK REPORT

COMPARISON GROUP

Using some of your institution's characteristics, a group of comparison institutions was selected for you. The characteristics include Carnegie Classification of Baccalaureate Colleges--Diverse Fields, public and enrollment of a similar size. This comparison group includes the following 32 institutions:

- ▶ Athens State University (Athens, AL)
- ▶ Black Hills State University (Spearfish, SD)
- ▶ Chadron State College (Chadron, NE)
- ▶ Clayton State University (Morrow, GA)
- ▶ Concord University (Athens, WV)
- ▶ CUNY York College (Jamaica, NY)
- ▶ Dakota State University (Madison, SD)
- ▶ Elizabeth City State University (Elizabeth City, NC)
- ▶ Fairmont State University (Fairmont, WV)
- ▶ Kent State University-Stark Campus (Canton, OH)
- ▶ Kentucky State University (Frankfort, KY)
- ▶ Lake Superior State University (Sault Ste Marie, MI)
- ▶ Lander University (Greenwood, SC)
- ▶ Langston University (Langston, OK)
- ▶ Missouri Southern State University (Joplin, MO)
- ▶ Missouri Western State University (Saint Joseph, MO)
- ▶ Northern State University (Aberdeen, SD)
- ▶ Oregon Institute of Technology (Klamath Falls, OR)
- ▶ Pennsylvania State University-Penn State Altoona (Altoona, PA)
- ▶ Pennsylvania State University-Penn State Erie-Behrend College (Erie, PA)
- ▶ Purdue University-North Central Campus (Westville, IN)
- ▶ Shawnee State University (Portsmouth, OH)
- ▶ Shepherd University (Shepherdstown, WV)
- ▶ Southern Arkansas University Main Campus (Magnolia, AR)
- ▶ University of Arkansas at Pine Bluff (Pine Bluff, AR)
- ▶ University of Houston-Downtown (Houston, TX)
- ▶ University of Maine at Farmington (Farmington, ME)
- ▶ University of Pittsburgh-Johnstown (Johnstown, PA)
- ▶ University of South Carolina-Aiken (Aiken, SC)
- ▶ University of South Carolina-Upstate (Spartanburg, SC)
- ▶ Utah State University-Continuing Education (Logan, UT)
- ▶ Winston-Salem State University (Winston-Salem, NC)

METHODOLOGICAL NOTES

Overview

The statistics and indicators in this report are based on data supplied by institutions to IPEDS during the 2007-08 survey year. Once the data submissions were locked by the institution's keyholder (and others), they were reviewed by the Help Desk and migrated to the IPEDS Peer Analysis System. Response rates for 2007-08 exceeded 99 percent for most surveys. Detailed response tables are included in the appendices to the IPEDS First Looks. See <http://nces.ed.gov/ipeds> under "publications."

Comparison Groups

Comparison group data are included to provide a context for interpreting your institution's statistics. If your institution did not define a Custom Comparison Group for this report by June 30, 2008, NCES selected a comparison group for you based on the institutional characteristics detailed immediately above the listing of the comparison group institutions. (If the Carnegie Classification of Institutions of Higher Education was used as an institutional characteristic in the definition of a comparison group, the 2005 Basic version was used.) The comparison group used in this report may not reflect your institution's peer group or you may wish to compare your institution to multiple groups of institutions. The Executive Peer Tool (ExPT) (see <http://nces.ed.gov/ipeds/expt>) can be used to produce the figures in this report for different groups of institutions.

Use of Median Values for Comparison Group

The value for the focus institution is compared to the median value for the comparison group for each statistic included in the figure. If more than one statistic is presented in a figure, the median values are determined separately for each indicator or statistic. Where percent distributions are presented, median values may not add to 100 percent. Through the ExPT, users have access to all of the data used to create the figures included in this report.

Missing Statistics

If a statistic is not reported for your institution, the omission indicates that the statistic is not relevant to your institution and the data were not collected.

Use of Imputed Data

All IPEDS data are subject to imputation for nonresponse—both total (institutional) nonresponse and partial (item) nonresponse. Imputed values are included for both your institution and any institutions in your comparison group. For example, if an institution in your comparison group did not complete the Fall Enrollment component, NCES imputed the data for that institution AND the imputed data were used in determining the median values for each comparison group statistic.

Data Perturbation and Confidentiality

Four laws cover protection of the confidentiality of individually identifiable information collected by NCES: the Privacy Act of 1974, as amended; the E-Government Act of 2002; the Education Sciences Reform Act of 2002; and the USA Patriot Act of 2001. Under law, public use data collected and distributed by NCES may be used only for statistical purposes. Any effort to determine the identity of any reported case is prohibited by law. In order to preserve individuals' confidentiality, data in the Graduation Rates, Student Financial Aid, and Human Resources components of IPEDS are perturbed. Only perturbed data are available in the IPEDS Data Center and the ExPT; the perturbed data were used in creating this report.

Descriptions of Statistics Used in the Figures

Calculating FTE Enrollment

The full-time equivalent (FTE) enrollment used in this report is the sum of the institutions' FTE undergraduate enrollment and FTE graduate enrollment (as calculated from or reported on the 2006-07 12-month Enrollment component) plus the estimated FTE of first-professional students. Undergraduate and graduate FTE are estimated using 12-month instructional activity (credit and/or contact hours). First-professional FTE is estimated by calculating the ratio of full-time to part-time first-professional students from the 2006 fall counts and applying this ratio to the 2006-07 12-month unduplicated headcount of first-professional students. The estimated number of full-time students is added to one-third of the estimated number of part-time students. See "Calculation of FTE Students (using instructional activity)" in the IPEDS Glossary at <http://nces.ed.gov/ipeds/glossary/>.

Calculating FTE for Staff

The full-time equivalent (FTE) of staff is calculated by summing the total number of full-time staff from the Employees by Assigned Position (EAP) section of the Human Resources component and adding one-third of the total number of part-time staff.

Cohort Determination for Reporting Student Financial Aid and Graduation Rates

Student cohorts for reporting Student Financial Aid and Graduation Rates data are based on the reporting type of the institution. For institutions that report based on an academic year (those operating on standard academic terms), student counts and cohorts are based on fall term data. Student counts and cohorts for program reporters (those that do not operate on standard academic terms) are based on unduplicated counts of students enrolled during a full 12-month period.

Core Expenses

Core expenses for public institutions (using the Governmental Accounting Standards Board (GASB) standards) include expenses for instruction, research, public service, academic support, institutional support, student services, operation and maintenance of plant, depreciation, scholarships and fellowships, other expenses, and nonoperating expenses. Core expenses for private, not-for-profit

IPEDS DATA FEEDBACK REPORT

and public institutions reporting under the Financial Accounting Standards Board (FASB) standards include expenses for instruction, research, public service, academic support, student services, institutional support, net grant aid to students, and other expenses. For both FASB and GASB institutions, core expenses exclude expenses for auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations. Expenses for operation and maintenance of plant for GASB institutions are included in other core expenses, but are allocated to each of the other functions for FASB institutions.

Core Revenues

Core revenues for public institutions reporting under GASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment income; other operating and nonoperating sources; and other revenues and additions. Core revenues for FASB (primarily private, not-for-profit) institutions include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment return; sales and services of educational activities; and other sources. Core revenues for private, for-profit institutions reporting under FASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private grants and contracts; net investment income; sales and services of educational activities; and other sources. In general, core revenues exclude revenues from auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations.

Equated Instructional Staff Salaries (Salaries Equated to 9-Month Contracts)

Total salary outlays for full-time instructional staff (by rank) on 11/12-month contracts were adjusted to 9/10-month outlays by multiplying the outlay for 11/12-month contracted instructional staff by .8182. The "equated" outlays were then added to the outlays for 9/10-month instructional staff to determine an average salary for each rank. Salaries for instructional staff on less-than-9-month contracts are not included.

Graduation Rates and Transfer-out Rate

Graduation rates are those developed to satisfy the requirements of the Student Right-to-Know (SRK) Act and are defined as the total number of individuals from a given cohort of full-time, first-time, degree/certificate-seeking undergraduates who completed a degree or certificate within 150 percent of normal time (for the degree or certificate) before the ending status date of August 31, 2007, divided by the entire cohort of full-time, first-time, degree/certificate-seeking undergraduates minus any allowable exclusions. Institutions are permitted to exclude from the initial cohort students who died or were totally and permanently disabled; those who left school to serve in the armed forces or were called to active duty; those who left to serve with a foreign aid service of the federal government, such as the Peace Corps; and those who left to serve on an official church mission. Transfer-out rate is the total number of students from the cohort who are known to have transferred out of the reporting institution within the same time period, divided by the same adjusted cohort. Only institutions with a mission that includes preparing students to transfer are required to report transfers out.

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Total Entering (Undergraduate-Level) Students

Total entering (undergraduate-level) students are all students coming into the institution for the first time. This includes students who initially attended the prior summer term and returned again in the fall; all first-time, first-year students; students transferring into the institution at any undergraduate level for the first time; both full-time and part-time students; and all degree/certificate-seeking as well as non-degree/certificate-seeking students. Only degree-granting institutions report total entering students.

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Additional Methodological Information

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Dene Kay Thomas, President
Lewis-Clark State College (ID: 142328)
500 8th Ave
Lewiston, ID 83501-2698

NATIONAL CENTER FOR EDUCATION STATISTICS



Eastern Idaho Technical College
Idaho Falls, ID



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October 01, 2008

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Thank you for all of your efforts to support IPEDS throughout the data collection process. Without your support and the high quality data that your institution provides, these reports would not be possible. Should you have any comments on how we can improve the Data Feedback Report and ExPT, please send them to ipedsdatafeedback@ed.gov.

Best regards,



Elise S. Miller
IPEDS Program Director

What Is the Purpose of This Report?

The IPEDS Data Feedback Report is intended to provide institutions a context for examining the data they submitted to the Integrated Postsecondary Education Data System (IPEDS). Our goal is to produce a report that is useful to institutional executives and that may help improve the quality and comparability of IPEDS data.

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What Is IPEDS?

The Integrated Postsecondary Education Data System (IPEDS) is a system of survey components that collects data from all institutions

in the United States and other jurisdictions, such as Puerto Rico, whose primary purpose is to provide postsecondary education. IPEDS collects institution-level data on students (enrollment and graduation rates), student charges, program completions, faculty, staff, and finances. Each year nearly 6,700 postsecondary institutions provide information to the U.S. Department of Education through IPEDS. These data are used at the federal and state level for policy analysis and development; at the institutional level for benchmarking and peer analysis; and by students and parents, through the College Navigator (<http://collegenavigator.ed.gov/>), to aid in the college search process. For more information about IPEDS, see <http://nces.ed.gov/ipeds>.

Would You Like to Do More Analysis of Your IPEDS Data?

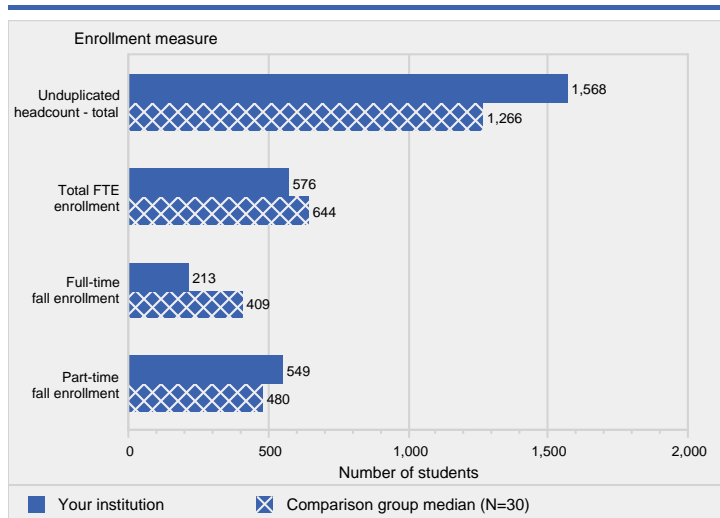
The information in this report can be produced for a different comparison group using the IPEDS Executive Peer Tool (ExPT) at <http://nces.ed.gov/ipeds/pas/expt>. If you would like to make comparisons on a wider range of IPEDS variables, or do additional types of analyses, the IPEDS Data Center is available at <http://nces.ed.gov/ipeds/pas>. In both systems, you may select your own comparison group. Through the ExPT, you may also print additional copies of this report.

Selected Figures

These figures are based on 2007-08 IPEDS data submitted by your institution, Eastern Idaho Technical College, and the comparison group listed later in this report. The number of institutions in the comparison group from which the median is derived is shown as "(N = x)" in the labels or in the legend at the bottom of the figure.

IPEDS DATA FEEDBACK REPORT

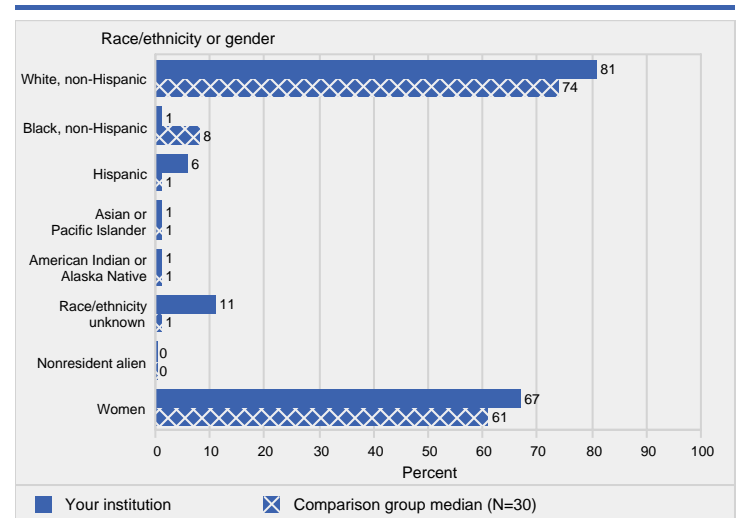
Figure 1. Unduplicated 12-month headcount, total FTE enrollment (academic year 2006-07), and full- and part-time fall enrollment (Fall 2007)



NOTE: For details on calculating full-time equivalent (FTE) enrollment, see Calculating FTE in the Methodological Notes at the end of this report. Total headcount, FTE, and full- and part-time fall enrollment include both undergraduate and postbaccalaureate students, when applicable. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Enrollment component.

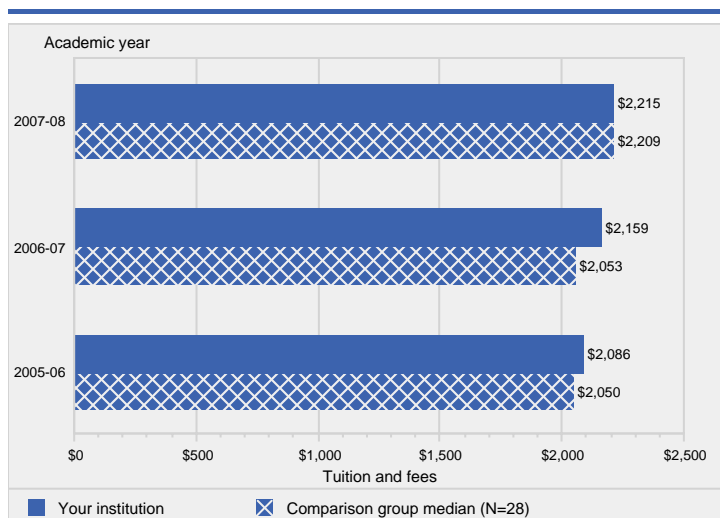
Figure 2. Percent of all students enrolled, by race/ethnicity, and percent who are women: Fall 2007



NOTE: Median values for the comparison group may not add to 100 percent. See "Use of Median Values for Comparison Group" in the Methodological Notes at the end of this report for how median values are determined. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Fall Enrollment component.

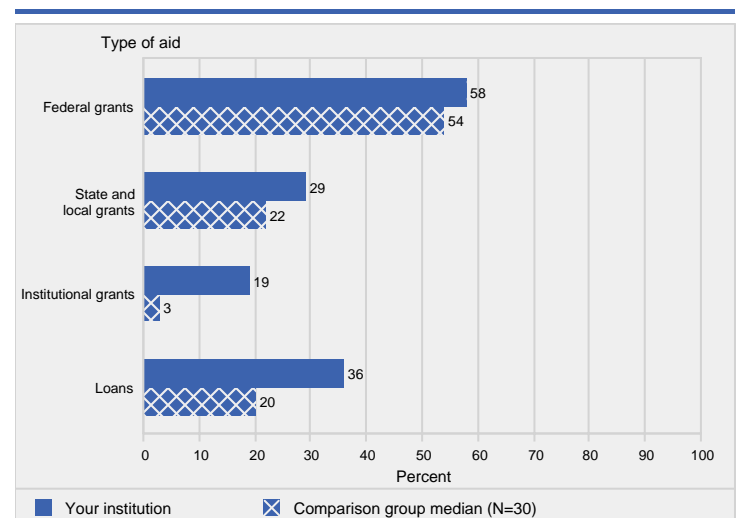
Figure 3. Academic year tuition and required fees for full-time, first-time, degree/certificate-seeking undergraduates: 2005-06–2007-08



NOTE: The tuition and required fees shown here are the lowest reported from the categories of in-district, in-state, and out-of-state. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, Institutional Characteristics component.

Figure 4. Percent of full-time, first-time, degree/certificate-seeking undergraduate students receiving financial aid, by type of aid: 2006-07

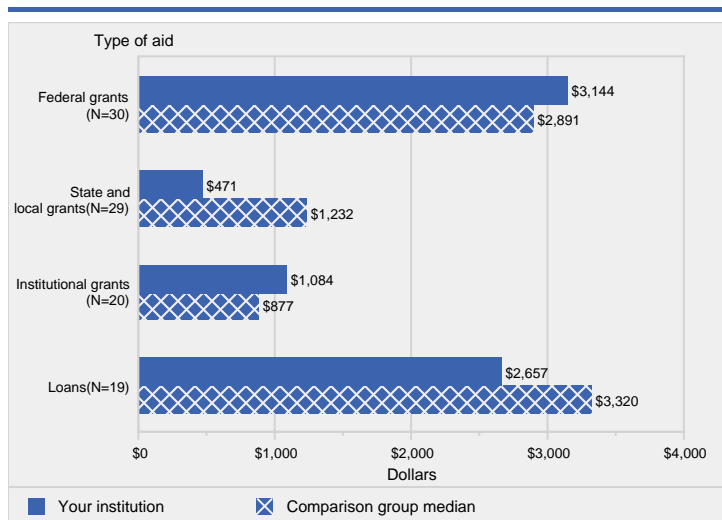


NOTE: For details on how students are counted for financial aid reporting, see Cohort Determination for Reporting Student Financial Aid and Graduation Rates in the Methodological Notes at the end of this report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Student Financial Aid component.

IPEDS DATA FEEDBACK REPORT

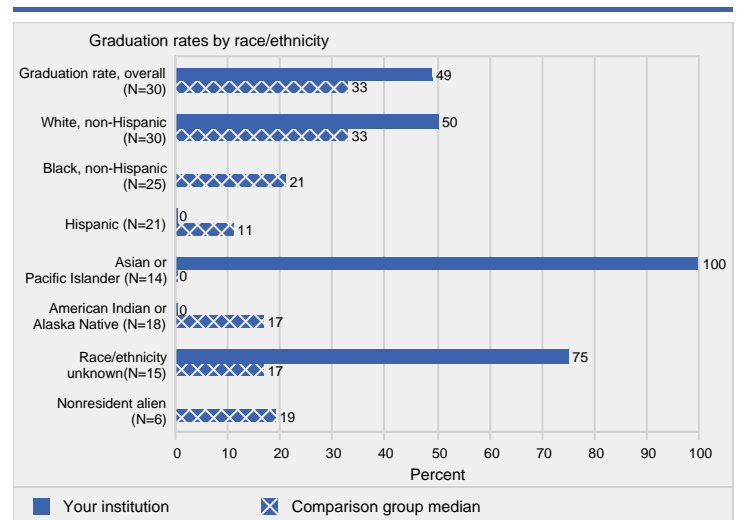
Figure 5. Types and average amounts of financial aid received by full-time, first-time, degree/certificate-seeking undergraduates: 2006-07



NOTE: Average grant (or loan) values were calculated by dividing the total grants (or loans) awarded by the total number of recipients in each institution. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Student Financial Aid component.

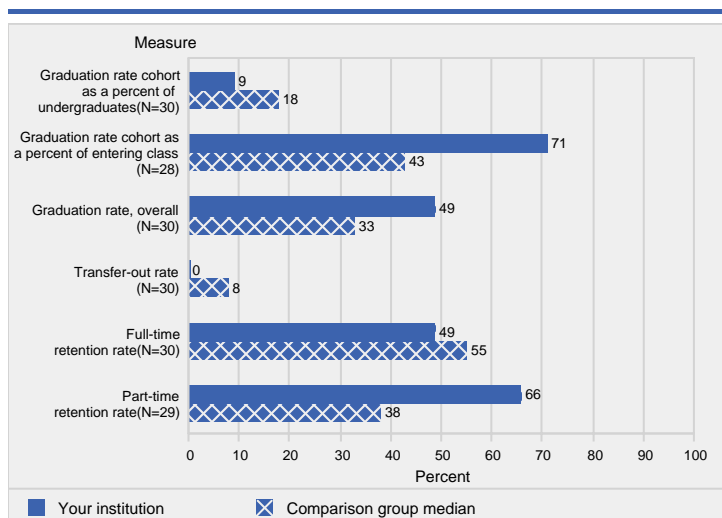
Figure 6. Graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within 150% of normal time to program completion, by race/ethnicity: 2004 cohort



NOTE: The graduation rates are the Student Right-to-Know (SRK) rates. For more information see the Methodological Notes at the end of the report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Graduation Rates component.

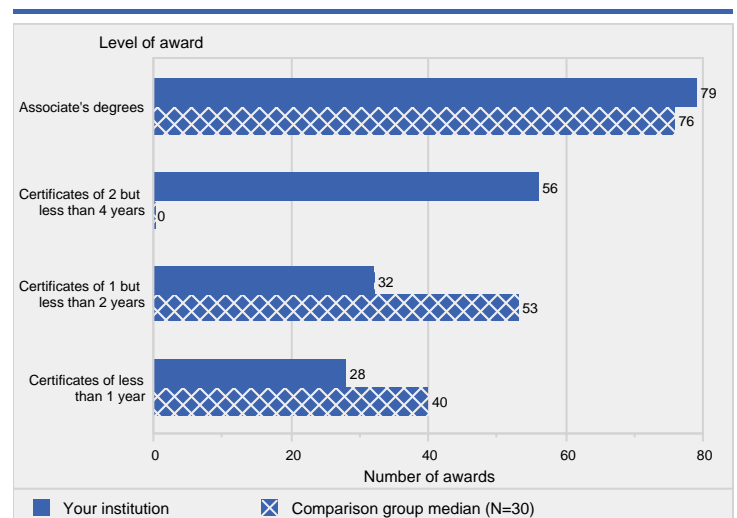
Figure 7. Graduation rate cohort as a percent of all undergraduates (Fall 2007); graduation rate and transfer-out rate (2004 cohort); and retention rates (Fall 2007)



NOTE: Graduation rate cohort includes all full-time, first-time, degree/certificate-seeking undergraduate students. Entering class includes all students coming to the institution for the first time. Only institutions with a mission to prepare students to transfer are required to report transfers out. Graduation and transfer-out rates are the Student Right-to-Know rates. 4-year schools report retention rates for students seeking a bachelor's degree. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Fall Enrollment component and Graduation Rates component.

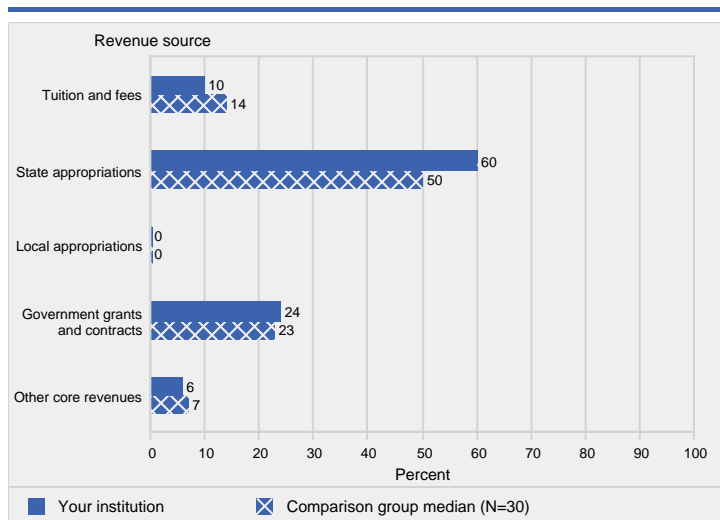
Figure 8. Number of degrees or certificates awarded, by level: Academic year 2006-07



NOTE: N is the number of institutions in the comparison group.

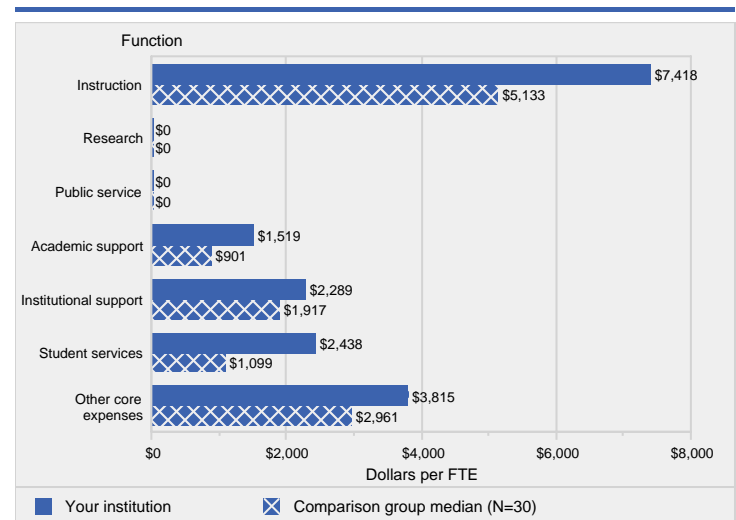
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, Completions component.

IPEDS DATA FEEDBACK REPORT

Figure 9. Percent distribution of core revenues, by source: Fiscal year 2007

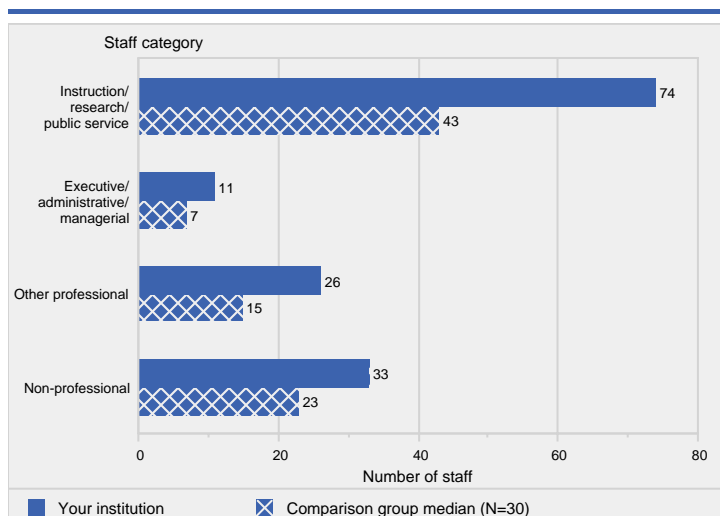
NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For a detailed definition of core revenues, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2008, Finance component.

Figure 10. Core expenses per FTE enrollment, by function: Fiscal year 2007

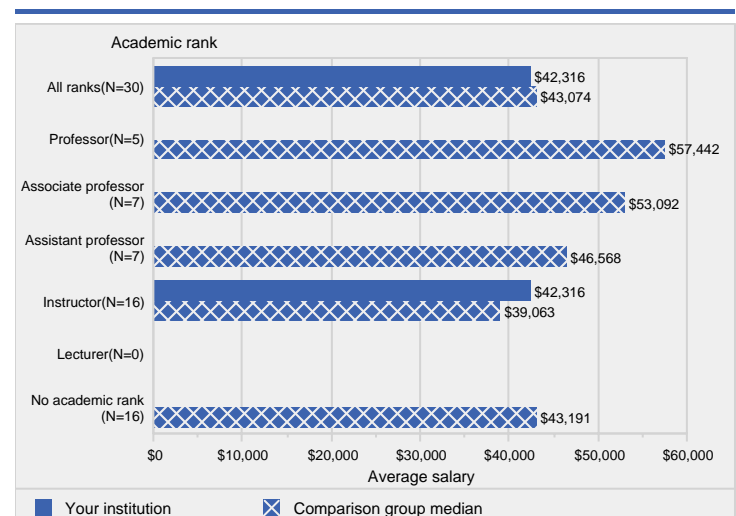
NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. Expenses per full-time equivalent (FTE) enrollment, particularly instruction, may be inflated because finance data includes all core expenses while FTE reflects credit activity only. For details on calculating FTE enrollment and a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2007, 12-month Enrollment component and Spring 2008, Finance component.

Figure 11. Full-time equivalent staff by assigned position: Fall 2007

NOTE: Graduate assistants are not included in this figure. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2007-08, Human Resources component.

Figure 12. Average salaries of full-time instructional staff equated to 9-month contracts, by academic rank: Academic year 2007-08

NOTE: Average full-time instructional staff salaries for 11/12-month contracts were adjusted to 9-month average salaries by multiplying the 11/12-month salary by .8182. Salaries based on less than 9-month contracts are not included. Medical school staff salaries are not included. N is the number of institutions in the comparison group. Not enough values in the comparison group to calculate a median.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2007-08, Human Resources component.

IPEDS DATA FEEDBACK REPORT

COMPARISON GROUP

Using some of your institution's characteristics, a group of comparison institutions was selected for you. The characteristics include Carnegie Classification of Associates--Public Rural-serving Small and enrollment of a similar size. This comparison group includes the following 30 institutions:

- ▶ Brunswick Community College (Supply, NC)
- ▶ Columbia Gorge Community College (The Dalles, OR)
- ▶ Dabney S Lancaster Community College (Clifton Forge, VA)
- ▶ Eastern Shore Community College (Melfa, VA)
- ▶ Garrett College (McHenry, MD)
- ▶ Gogebic Community College (Ironwood, MI)
- ▶ J F Drake State Technical College (Huntsville, AL)
- ▶ Klamath Community College (Klamath Falls, OR)
- ▶ Lamar Community College (Lamar, CO)
- ▶ Louisiana Technical College-Delta-Ouachita Campus (West Monroe, LA)
- ▶ Louisiana Technical College-Northwest Louisiana Campus (Minden, LA)
- ▶ Louisiana Technical College-T H Harris Campus (Opelousas, LA)
- ▶ Martin Community College (Williamston, NC)
- ▶ Mitchell Technical Institute (Mitchell, SD)
- ▶ North Central Kansas Technical College (Beloit, KS)
- ▶ Northern Maine Community College (Presque Isle, ME)
- ▶ Northwest Technical College (Bemidji, MN)
- ▶ Ozarka College (Melbourne, AR)
- ▶ Ranger College (Ranger, TX)
- ▶ Rich Mountain Community College (Mena, AR)
- ▶ Roanoke-Chowan Community College (Ahoskie, NC)
- ▶ Sandersville Technical College (Sandersville, GA)
- ▶ Southeastern Technical College (Vidalia, GA)
- ▶ Swainsboro Technical College (Swainsboro, GA)
- ▶ Thaddeus Stevens College of Technology (Lancaster, PA)
- ▶ Uintah Basin Applied Technology College (Roosevelt, UT)
- ▶ Vermilion Community College (Ely, MN)
- ▶ Waycross College (Waycross, GA)
- ▶ Williston State College (Williston, ND)
- ▶ York County Community College (Wells, ME)

METHODOLOGICAL NOTES

Overview

The statistics and indicators in this report are based on data supplied by institutions to IPEDS during the 2007-08 survey year. Once the data submissions were locked by the institution's keyholder (and others), they were reviewed by the Help Desk and migrated to the IPEDS Peer Analysis System. Response rates for 2007-08 exceeded 99 percent for most surveys. Detailed response tables are included in the appendices to the IPEDS First Looks. See <http://nces.ed.gov/ipeds> under "publications."

Comparison Groups

Comparison group data are included to provide a context for interpreting your institution's statistics. If your institution did not define a Custom Comparison Group for this report by June 30, 2008, NCES selected a comparison group for you based on the institutional characteristics detailed immediately above the listing of the comparison group institutions. (If the Carnegie Classification of Institutions of Higher Education was used as an institutional characteristic in the definition of a comparison group, the 2005 Basic version was used.) The comparison group used in this report may not reflect your institution's peer group or you may wish to compare your institution to multiple groups of institutions. The Executive Peer Tool (ExPT) (see <http://nces.ed.gov/ipeds/expt>) can be used to produce the figures in this report for different groups of institutions.

Use of Median Values for Comparison Group

The value for the focus institution is compared to the median value for the comparison group for each statistic included in the figure. If more than one statistic is presented in a figure, the median values are determined separately for each indicator or statistic. Where percent distributions are presented, median values may not add to 100 percent. Through the ExPT, users have access to all of the data used to create the figures included in this report.

Missing Statistics

If a statistic is not reported for your institution, the omission indicates that the statistic is not relevant to your institution and the data were not collected.

Use of Imputed Data

All IPEDS data are subject to imputation for nonresponse—both total (institutional) nonresponse and partial (item) nonresponse. Imputed values are included for both your institution and any institutions in your comparison group. For example, if an institution in your comparison group did not complete the Fall Enrollment component, NCES imputed the data for that institution AND the imputed data were used in determining the median values for each comparison group statistic.

Data Perturbation and Confidentiality

Four laws cover protection of the confidentiality of individually identifiable information collected by NCES: the Privacy Act of 1974, as amended; the E-Government Act of 2002; the Education Sciences Reform Act of 2002; and the USA Patriot Act of 2001. Under law, public use data collected and distributed by NCES may be used only for statistical purposes. Any effort to determine the identity of any reported case is prohibited by law. In order to preserve individuals' confidentiality, data in the Graduation Rates, Student Financial Aid, and Human Resources components of IPEDS are perturbed. Only perturbed data are available in the IPEDS Data Center and the ExPT; the perturbed data were used in creating this report.

Descriptions of Statistics Used in the Figures

Calculating FTE Enrollment

The full-time equivalent (FTE) enrollment used in this report is the sum of the institutions' FTE undergraduate enrollment and FTE graduate enrollment (as calculated from or reported on the 2006-07 12-month Enrollment component) plus the estimated FTE of first-professional students. Undergraduate and graduate FTE are estimated using 12-month instructional activity (credit and/or contact hours). First-professional FTE is estimated by calculating the ratio of full-time to part-time first-professional students from the 2006 fall counts and applying this ratio to the 2006-07 12-month unduplicated headcount of first-professional students. The estimated number of full-time students is added to one-third of the estimated number of part-time students. See "Calculation of FTE Students (using instructional activity)" in the IPEDS Glossary at <http://nces.ed.gov/ipeds/glossary/>.

Calculating FTE for Staff

The full-time equivalent (FTE) of staff is calculated by summing the total number of full-time staff from the Employees by Assigned Position (EAP) section of the Human Resources component and adding one-third of the total number of part-time staff.

Cohort Determination for Reporting Student Financial Aid and Graduation Rates

Student cohorts for reporting Student Financial Aid and Graduation Rates data are based on the reporting type of the institution. For institutions that report based on an academic year (those operating on standard academic terms), student counts and cohorts are based on fall term data. Student counts and cohorts for program reporters (those that do not operate on standard academic terms) are based on unduplicated counts of students enrolled during a full 12-month period.

Core Expenses

Core expenses for public institutions (using the Governmental Accounting Standards Board (GASB) standards) include expenses for instruction, research, public service, academic support, institutional support, student services, operation and maintenance of plant, depreciation, scholarships and fellowships, other expenses, and nonoperating expenses. Core expenses for private, not-for-profit

IPEDS DATA FEEDBACK REPORT

and public institutions reporting under the Financial Accounting Standards Board (FASB) standards include expenses for instruction, research, public service, academic support, student services, institutional support, net grant aid to students, and other expenses. For both FASB and GASB institutions, core expenses exclude expenses for auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations. Expenses for operation and maintenance of plant for GASB institutions are included in other core expenses, but are allocated to each of the other functions for FASB institutions.

Core Revenues

Core revenues for public institutions reporting under GASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment income; other operating and nonoperating sources; and other revenues and additions. Core revenues for FASB (primarily private, not-for-profit) institutions include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment return; sales and services of educational activities; and other sources. Core revenues for private, for-profit institutions reporting under FASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private grants and contracts; net investment income; sales and services of educational activities; and other sources. In general, core revenues exclude revenues from auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations.

Equated Instructional Staff Salaries (Salaries Equated to 9-Month Contracts)

Total salary outlays for full-time instructional staff (by rank) on 11/12-month contracts were adjusted to 9/10-month outlays by multiplying the outlay for 11/12-month contracted instructional staff by .8182. The "equated" outlays were then added to the outlays for 9/10-month instructional staff to determine an average salary for each rank. Salaries for instructional staff on less-than-9-month contracts are not included.

Graduation Rates and Transfer-out Rate

Graduation rates are those developed to satisfy the requirements of the Student Right-to-Know (SRK) Act and are defined as the total number of individuals from a given cohort of full-time, first-time, degree/certificate-seeking undergraduates who completed a degree or certificate within 150 percent of normal time (for the degree or certificate) before the ending status date of August 31, 2007, divided by the entire cohort of full-time, first-time, degree/certificate-seeking undergraduates minus any allowable exclusions. Institutions are permitted to exclude from the initial cohort students who died or were totally and permanently disabled; those who left school to serve in the armed forces or were called to active duty; those who left to serve with a foreign aid service of the federal government, such as the Peace Corps; and those who left to serve on an official church mission. Transfer-out rate is the total number of students from the cohort who are known to have transferred out of the reporting institution within the same time period, divided by the same adjusted cohort. Only institutions with a mission that includes preparing students to transfer are required to report transfers out.

Retention Rates

Full-time retention rates are defined as the number of full-time, first-time, degree/certificate-seeking undergraduate students who enter the institution for the first time in the fall and who return to the same institution the following fall (as either full or part time), divided by the total number of full-time, first-time, degree/certificate-seeking undergraduates in the fall of first entrance. Part-time retention rates are similarly defined. For 4-year institutions offering a bachelor's degree, this rate is reported only for those students seeking a bachelor's degree. For less than 4-year institutions, the rate is calculated for all degree/certificate-seeking students.

Total Entering (Undergraduate-Level) Students

Total entering (undergraduate-level) students are all students coming into the institution for the first time. This includes students who initially attended the prior summer term and returned again in the fall; all first-time, first-year students; students transferring into the institution at any undergraduate level for the first time; both full-time and part-time students; and all degree/certificate-seeking as well as non-degree/certificate-seeking students. Only degree-granting institutions report total entering students.

Tuition and Required Fees

Tuition is defined as the amount of money charged to students for instructional services; required fees are those fixed sum charges to students for items not covered by tuition that are required of such a large proportion of all students that the student who does not pay the charge is an exception. The amounts used in this report are for full-time, first-time, degree/certificate-seeking undergraduates and are those used by the financial aid office to determine need. For institutions that have differential tuition rates for in-district or in-state students, the lowest tuition rate is used in the figure.

Additional Methodological Information

Additional methodological information on the IPEDS components can be found in the publications available at <http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010#011>. Additional definitions of variables used in this report can be found in the IPEDS online glossary available at <http://nces.ed.gov/ipeds/glossary/>.

William A Robertson, President
Eastern Idaho Technical College (ID: 142179)
1600 S 25th E
Idaho Falls, ID 83404-5788

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

SUBJECT

Institution and Agency Strategic Plan Supplemental Report

REFERENCE

April 16, 2009

Board Approved the Institution and Agency Strategic Plans as submitted with the additional request that a supplemental plan be submitted to the Board office in time for the June 2009 Board meeting.

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/ DISCUSSION

The State of Idaho requires the Board and institutions, agencies and Special/health programs under the oversight of the Board submit a strategic plan each year in July. At the April 2009 meeting the Board was presented with and approved the institutions, agencies, and special/health programs strategic plans. During the presentation of the plans Board members expressed concerns over the ability to benchmark the performance measures indicated in the plans and the usefulness of those performance measures. Due to this concern the Board requested the institutions and agencies submit a supplemental report containing 4-5 key objectives with performance measures and benchmarks. The benchmarks needed to be specific and where possible based on an industry standard, best practice or peer comparison. The attached reports are in response to this request.

The second part of the strategic planning process is the submittal of performance measure reports. The performance measure report is separate from the strategic plans and will be presented to the Board in the Fall. The performance measure report consists of standardized performance measures requested by the Board as well as additional measures the institutions and agencies wish to include that are in line with their strategic plans. Performance measure reports are submitted annually to the Division of Financial Management on or about September 1st of each year. Institutions and agencies must then report information from its performance report orally to Senate and House germane committees during the upcoming legislative session.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

ATTACHMENTS

Attachment 1 –	Boise State University	Page 3
Attachment 2 –	University of Idaho	Page 5
Attachment 3 -	Idaho State University	Page 9
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BOARD ACTION

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

Selected Performance Measures and Benchmarks from Boise State University

Goal: Create high-quality, student-focused programs that integrate theory and practice, engage students in community-based learning, and are informed by meaningful assessment (academic excellence).

- Performance Measure: Student Perception of Academic Challenge as measured by the National Survey for Student Engagement (NSSE).
Benchmark: NSSE urban institution benchmark.
- Performance Measure: Student Perception of Active and Enriching Learning Environments as measured by the National Survey for Student Engagement (NSSE).
Benchmark: NSSE urban institution benchmark.
- Performance Measure: Students participating in courses with a Service Learning component.
Benchmark: Participation at current peer institutions and aspirational peer institutions.

Goal: Facilitate scholarship and creative activity, and graduate programs that have groundbreaking applications locally, regionally, and globally (exceptional research).

- Performance Measure: Externally funded research expenditures.
Benchmark: Funding at current peer institutions and aspirational peer institutions.
- Performance Measure: Number of doctoral graduates.
Benchmark: Numbers at current peer institutions and aspirational peer institutions
Benchmark: Number sufficient to move to next Carnegie Classification
- Sponsored project proposals and awards.
Benchmark: Numbers at current peer institutions and aspirational peer institutions
- Number of publications and number of citations of Boise State publications.
Benchmark: Numbers at current peer institutions and aspirational peer institutions

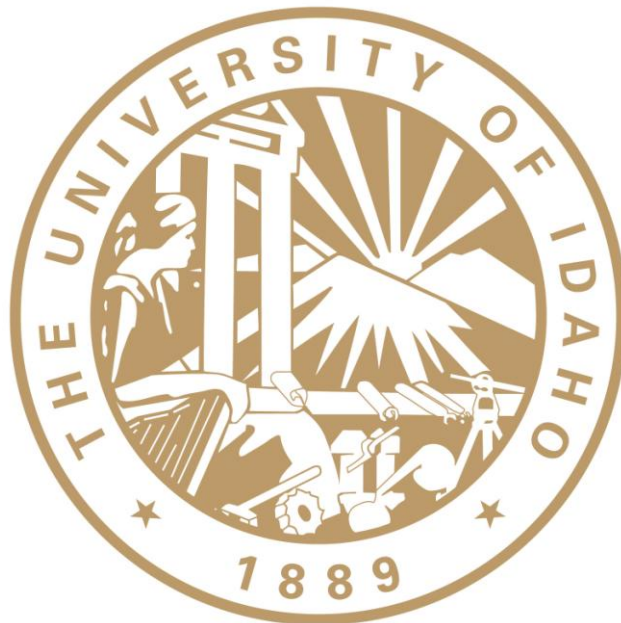
Goal: Respond to the educational needs of the region

- Performance Measure: Dual enrollment credits generated.
Benchmark: Numbers at current peer institutions and aspirational peer institutions
- Performance Measure: Degrees & Certificates Awarded.
Benchmark: Numbers at current peer institutions and aspirational peer institutions
- Performance Measure: Enrollment Headcount and FTE.
Benchmark: Numbers at current peer institutions and aspirational peer institutions
- Performance Measure: Credit hours taught.
Benchmark: Numbers at current peer institutions and aspirational peer institutions
- Performance Measure: Credit hours generated and graduates per citizen in service area
Benchmark: Numbers at current peer institutions and aspirational peer institutions

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

Goal: Recruit and retain an academically prepared and diverse student body

- Freshman Retention Rate (first time full time).
Benchmark: Rate at current peer institutions and aspirational peer institutions
- 6 year grad rate (first time full time).
Benchmark: Rate at current peer institutions and aspirational peer institutions
- Incoming student HS GPA and class standing.
Benchmark: Numbers at current peer institutions and aspirational peer institutions
- Incoming student ethnic diversity.
Benchmark: Numbers at current peer institutions and aspirational peer institutions
- Scholarship Dollars per Student FTE.
Benchmark: Numbers at current peer institutions and aspirational peer institutions



University of Idaho

STRATEGIC PLAN

2010-2014

May 2009 Supplement

Section I: Teaching & Learning

Goal I: *Engage students in a transformational experience of discovery, understanding, and global citizenship.*

Objective B: Develop effective integrative learning activities to engage and expand student minds.

Performance Measure: The University will continue to engage in “Program Prioritization” activities in order to identify areas of programming for strategic investment, and by implication, areas to de-emphasize.

Benchmark: All of the University’s academic programs will be reviewed using criteria identified by the Provost’s Council. Program recommendations will be worked through Faculty Council and the State Board of Education in the spring or summer, 2009.

Progress to Date: During the winter and spring, 2008-09, more than 200 academic programs were reviewed according to criteria specified by the Provost Council. The process resulted in recommendations to the State Board of Education to close, consolidate or transform 35 degree programs.

Performance Measure: The University will seek proposals for innovations that can further position the University for continued relevance and impact on undergraduate and graduate education, scholarly and creative activity, and outreach and engagement.

Benchmark: Proposals will be selected in the spring of 2009 and given high priority in the next planning and budgeting cycle to insure successful implementation.

Progress to Date: The Request for Innovations (RFI) Advisory Committee has finalized a report summarizing their evaluations and recommendations for 16 proposals selected from 76 submitted through the RFI process. In addition, Faculty Council has reviewed and submitted comments to the President and Provost. The administration will choose proposals for implementation which will further position the University to grow our strengths.

Section II: 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.

Progress to Date: A revised Faculty Position Description for Annual Evaluation form was developed and approved by the Faculty Council in January 2009. This form is organized according to the sections of the University of Idaho Strategic Plan and requires faculty to specify, in advance, their activities in each area of the plan and the time they plan to dedicate to each for the calendar year. This form includes a requirement for the unit administrator (e.g. department chair) to verify the scope of work on interdisciplinary activities with the other unit administrators. This new form is optional for 2009 and mandatory for 2010 onward.

Section IV: 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 specific objectives for improvement will be established by summer 2010.

Progress to Date: During the 2009-10 academic year, surveys of new freshmen, graduating seniors, graduate alumni, faculty, and staff were administered, as well as a faculty and staff training needs assessment.

The results of these surveys are being analyzed, in the context of national norms in several cases. Over the next few months, thematic quality of life issues will be identified, goals specified and activities for improvement developed and implemented to enhance the campus climate.

Objective B: Sustain and enhance an organizational structure, policies and procedures that enable the University to attain its other goals.

Performance Measure: The University will build a sustainable budgeting system, including establishment of reserves, balanced annual budgets and process linkages between long and short term planning and budgets.

Benchmark: The University will agree upon and implement a budget and planning model that will align assessment data, allocation of resources and fiscal planning beginning FY2010.

Progress to Date: Dr. Jack Morris, Dean of the College of Business and Economics, has taken on the temporary assignment of establishing the Office of Planning and Budget. Under the leadership of a new Executive Director of Planning and Budget, this office will lead the institution's strategic, operational and capital planning processes and coordinate institutional planning and budgeting. The Executive Director will hire a Budget Director for the operational aspects of budget management. Currently, a new university-wide budget advisory committee has been formed, with broad representation from across the institution, to inform and advise the new Budget Director on all aspects of budgeting and resource allocation.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

STRATEGIC PLANNING HIGHLIGHTS, 2009 (REVISED AT SBOE REQUEST)

IDAHO STATE UNIVERSITY

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 2: Overall student enrollment numbers.

Benchmark: Enrollment numbers show positive growth in both student FTEs and student credit hours.

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: Numbers and amounts of external grants, awards, and contracts.

Benchmark: Numbers and amounts of external grants, awards, and contracts within 10% of those at defined peer institutions.

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 within 10% of those at defined peer institutions.

GOAL SIX: *Promote the efficient and effective use of resources.*

OBJECTIVE 6.2: Provide an administrative infrastructure that provides proper budgeting processes and sound budgetary oversight.

Performance Measure: Comprehensive institutional budget process, tied to institutional strategic and financial plans.

Benchmark: Budget process in place and implemented for FY 2011.



Lewis-Clark State College

Strategic Plan Summary: Supplemental Report

Submitted May 26, 2009

FY2010-2014

Lewis-Clark State College

Strategic Plan FY2010-2014

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: Support the Idaho State Board of Education's efforts to continuously improve the quality of Idaho's educational system.

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. Increase the availability of highly qualified teachers, especially in high need areas.
 - **Performance Measure:** Number of Idaho teachers who are certified each year by specialty and meet the Federal Highly Qualified Teacher definition.
 - **Benchmark:** The percentage of first-time students passing the PRAXIS II will exceed 90%.

II. ACCESS: Support the Idaho State Board of Education's efforts to improve access for individuals of all ages, abilities, and economic means to Idaho's educational system.

Objectives for access

1. Increase number of high school students participating in concurrent enrollment.
 - **Performance Measure:** Enrollment data (headcount and FTE).
 - **Benchmark:** Increase enrollment in concurrent enrollment classes: 4%.
2. 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.
3. Scholarship dollars awarded will increase.
 - **Performance Measure:** Scholarship dollars awarded per student FTE.
 - **Benchmark:** Scholarship dollars awarded per student FTE will increase 3%.

III. Efficiency: Support the Idaho State Board of Education's efforts to improve the effective and efficient use of resources in delivery of Idaho's educational system.

Key External Factors
(Beyond control of Lewis-Clark State College):

Funding:

Historically, Lewis-Clark State College strategic goals and objectives assumed on-going and sometimes significant additional levels of State legislative appropriations provided through the SBOE. The reduced availability of state revenues (for appropriation), gubernatorial, and legislative support for some initiatives has had an impact. Lewis-Clark State College has addressed the funding issues through the institution's planning process and has ensured that core functions of the College have been preserved.

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, weak economic performance indicators have translated into increased student numbers. The decline in the availability of well-paying jobs will lead many potential students to choose education over employment. This will further challenge institutional resources.

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.

Objectives:

1. 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:**
 - 100% of WFT students able to register online by the conclusion of FY2010.
2. 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.
 - **Benchmark:**
 - 100% of faculty evaluated utilizing the new evaluation policy.
3. Achieve high standards of performance for graduation rates.
 - **Performance Measure:**
 - Peer compared graduation rate as defined by IPEDS.
 - **Benchmark:**
 - The graduation rate cohort as a percent of entering class will exceed that of peer groups by 1%.
4. Achieve high standards of performance in retention of continuing students.
 - **Performance Measure:**
 - Peer compared retention rate as defined by IPEDS.
 - **Benchmark:**
 - Retention rate of continuing students will exceed the retention rate of peer groups by 1%.



Idaho Division of Professional- Technical Education 2010-2014 Strategic Plan

June 2009



**Idaho Division of
Professional-Technical
Education**

Welcome!

The Division of Professional-Technical Education is an integral part of the State Board of Education's overall plan and process for the delivery of quality education and a seamless system of educational services throughout Idaho. Professional-technical education provides Idaho's youth and adults with technical skills, knowledge, and attitudes necessary for performance in a highly effective workplace.

Eighty percent of jobs in Idaho require less than a four year baccalaureate degree. These jobs requiring less than a four year baccalaureate degree are becoming increasingly sophisticated requiring quality technical education as well as a solid academic foundation. Professional-technical education is the delivery system for addressing this need. A component of the technical college system is workforce training which focuses on short term training for adults to retrain and upgrade their skills to meet labor market demands.

This plan provides direction for the professional-technical education system to inform, organize and affect continued efforts to deliver professional-technical programs and services to people throughout the state. The strategic planning process is dynamic and enhances our continuous improvement philosophy. The ultimate impact of this plan will depend on the efforts of dedicated teachers, administrators, and business people. We, in the Division, appreciate the opportunity to help facilitate those efforts and welcome suggestions for improvement.

Ann Stephens, State Administrator

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

Economic vitality as well as quality of life is dependent on effective people equipped with the necessary skills, knowledge and attitudes to compete effectively, work efficiently and safely while balancing responsibilities to the family and the community. A qualified skilled workforce is essential to the competitiveness of Idaho's businesses and industries and the well-being and safety of Idaho's citizens. Professional-Technical Education is the delivery system that focuses on this need.

Professional-Technical Education is Idaho's public workforce education and training delivery system and is devoted to preparing students for occupations requiring less than a four year baccalaureate degree. This includes training for workers already in the workplace and for adults needing basic academic skills.

Quality, access, accountability, responsiveness and commitment to continuous improvement are hallmarks of Idaho's Professional-Technical Education System.

KEY EXTERNAL FACTORS

- Rapid technological change
- Diversification of Idaho's job market
- Adequate supply of qualified instructors
- State and federal legislation
- State and national economic climates
- State employment rates

AUTHORITY

This strategic plan has been developed by the Division of Professional-Technical Education (DPTE) in compliance with Idaho Code, Chapter 19, Title 67, and Sections 67-1901 through 67-1905, as amended. It supersedes all previous DPTE strategic plans.

Statutory authority for the DPTE is delineated in Idaho Code, Chapter 22, and Sections 33-2201 through 33-2212. IDAPA 55 states the role of DPTE is to administer professional-technical education in Idaho and lists specific functions. Section 33-1002G allows school districts to establish professional-technical schools and 39-5009 established the displaced homemaker account for appropriation to the State Board of Professional-Technical Education.

Professional-Technical Education
Strategic Plan 2010-2014

***Professional-Technical Education GOALS &
OBJECTIVES***

Goal 1 - Quality

Improve the quality of Idaho's professional-technical education system.

Objective 1: Promote initiatives that improve the quality of professional-technical education.

Performance Measure: Number of postsecondary PTE concentrators who take a state approved Technical Skill Assessment (TSA).

Benchmark: The number of postsecondary PTE concentrators who take a state approved TSA will increase 10% each year.

Objective 2: Promote business and industry participation in professional-technical education.

Objective 3: Recruit and retain qualified professional-technical educators.

Objective 4: Promote professional development opportunities for students, teachers and counselors.

Objective 5: Provide workforce development systems with information and resources needed to make informed decisions about education and training.

Objective 6: Use continuous improvement processes to assess program quality and effectiveness.

Goal 2 – Access

Provide access to professional-technical education programs and services.

Objective 1: Provide alternative delivery systems to support underserved regions and expand workforce development training.

Objective 2: Inform Idahoans about professional-technical education, occupations, educational programs, schools, and scholarships.

Objective 3: Inform partners, including business, industries, agencies, and economic development entities, about professional-technical education.

Objective 4: Maintain access to quality secondary programs and services.

Objective 5: Maintain access to program and options available through the technical college system.

Performance Measure: Number of postsecondary enrollments.

Benchmark: Number of postsecondary FTE enrollments will increase 2% each year.

Objective 6: Expand opportunities that help special populations participate in professional-technical programs and services.

Performance Measures: Number of ABE clients completing GED program.

Benchmark: Number of ABE clients completing the GED program will increase 3 % each year.

Goal 3 – Accountability

Ensure effective and efficient use of professional-technical education resources.

Objective 1: Review, revise and implement policies to make efficient use of professional-technical education system resources.

Objective 2: Ensure funds designated for the professional-technical education system are efficiently managed to support the role and mission.

Objective 3: Maintain efficient financial and accounting systems for the Division and the professional-technical education system.

Objective 4: Maintain high placement rates.

Performance Measure A: Number of postsecondary professional-technical education completers who achieve positive placement or transition.

Benchmarks: The number of postsecondary completers who achieve a positive placement is at 90 percent or better.

Performance Measure B: Number of secondary completers who transition to postsecondary education or training.

Benchmark: The number of secondary completers who transition to postsecondary education or training will exceed the National Center for Higher Education Management System rankings for Idaho.

Supplemental Strategic Plan
2010 - 2014
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 2120.

2. **Objective:** Increase the number of transition aged youth who successfully become employed after receiving VR services.

Performance Measure: The number of transition age youth who successfully achieve the employment outcome objective.

Benchmark: The number of transition age youth exiting the VR program who achieved an employment outcome shall be equal to or exceed 370.

3. **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 \$9.90/hourly.

4. **Objective:** Establish the most appropriate governance model for IDVR.

Performance Measure: During SFY2010, IDVR will work with the Governor's Office to identify a future location for IDVR within state government.

Benchmark: A location will be identified during SFY2010.

Goal #2 - Ensure that all eligible individuals with disabilities have equal access to services.

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 260.

Goal #3 - Ensure that IDVR is compliant with the Rehabilitation Services Administration (RSA) 2009 Information Guide.

1. **Objective:** Create an internal audit process that achieves the vocational outcome goals established by RSA.

Performance Measure: Monthly audits will be conducted statewide to address the current RSA performance objectives and policies.

Benchmark: IDVR will achieve a minimum of 90% compliance in all areas measured by the monthly audit review.



*Idaho Public
Television*
STRATEGIC PLAN
2010-2014

Idaho Public Television STRATEGIC PLAN 2010-2014

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 alongside the Agency's Strategic Planning Issues.

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.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

SBOE Goal 1:QUALITY: Set policy and advocate for continuous improvement of the quality of Idaho's educational system.

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: FY10 – meet or exceed 35
- 2) Progress toward quality DTV implementation.
 - Performance Measure(s):
 - Number of DTV channel hours of transmission.
 - Benchmark: FY10 – meet or exceed 137,240
 - Number of transmitters broadcasting a DTV signal.
 - Benchmark: FY10 – 5 of 5
 - Number of DTV-ready translators (DTT).
 - Benchmark: FY10 – 39 of 39
 - Number of licensed DTV fill-in translators (DTS).
 - Benchmark: FY10 – meet or exceed 1 of 7
 - Number of cable companies carrying our prime digital channel.
 - Benchmark: FY10 – meet or exceed 10
 - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
 - Benchmark: FY10 – meet or exceed 7
 - Percentage of Idaho's population within our DTV signal coverage area.
 - Benchmark: FY10 – 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: FY10 – meet or exceed 1,795
- 4) Be a relevant educational and informational resource to all citizens.
 - Performance Measure(s):
 - Full-day IdahoPTV viewership as compared to peer group of PBS state networks – indexed to 100.
 - Benchmark: FY10 – meet or exceed 100
- 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: FY10 – 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: FY10 – meet or exceed 13,500

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

SBOE Goal 2: ACCESS: Set policy and advocate for improving access for individuals of all ages, abilities, and economic means to Idaho's educational system.

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: FY10 – 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: FY10 – meet or exceed 13,500
- 2) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.
 - Performance Measure(s):
 - Total number of hours of educational programming.
 - Benchmark: FY10 – meet or exceed 8,842
- 3) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
 - Performance Measure(s)
 - Number of visitors to our Web sites.
 - Benchmark: FY10 – 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: FY10 – meet or exceed 137,240
 - Number of transmitters broadcasting a DTV signal.
 - Benchmark: FY10 – 5 of 5
 - Number of DTV-ready translators (DTT).
 - Benchmark: FY10 – 39 of 39
 - Number of licensed DTV fill-in translators (DTS).
 - Benchmark: FY10 – meet or exceed 1 of 7
 - Number of cable companies carrying our prime digital channel.
 - Benchmark: FY10 – meet or exceed 10
 - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
 - Benchmark: FY10 – meet or exceed 7
 - Percentage of Idaho's population within our DTV signal coverage area.
 - Benchmark: FY10 – meet or exceed 73.1%
- 5) Contribute to a well-informed citizenry.
 - Performance Measure(s):
 - Number of channel hours of news, public affairs, and documentaries.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

- Benchmark: FY10 – meet or exceed 10,000

SBOE Goal 3: ACCOUNTABILITY: Set policy and advocate for effective and efficient use of resources in delivery of Idaho's educational system.

IdahoPTV Objectives for Accountability:

- 1) Operate an efficient statewide delivery/distribution system.
 - Performance Measure(s):
 - Total FTE in content delivery and distribution.
 - Benchmark: FY10 – less than 29.22
- 2) Operate an effective and efficient organization.
 - Performance Measure(s):
 - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
 - Benchmark: FY10 – yes/yes/yes

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.

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.

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 June 12, 2009. This landmark legislation will have significant impact on upwards of 608,000 viewers in the Idaho area (according to A.C.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

Nielsen, Inc., November 2007) who rely on over-the-air analog television. This federally mandated shutdown of analog television may also reduce the size of audiences for television viewing both nationally and locally. Also, the federal government has not mandated that A.C. Nielsen measure audiences who watch local television stations' digital channels except the primary channel. IdahoPTV's HD, Learn, and World channels viewership will not be surveyed. In addition, the federal government has known for years that digital signals do not travel well in mountainous areas. Idaho City, Emmett, Boise Front/Harris Ranch, Glenns Ferry, mid/southern Wood River Valley, and the Portneuf Valley are going to be impacted. The federal government has recently implemented a "fix" to this problem. We are working hard to obtain licenses and equipment funding via federal, state, and private sources. An immediate impact on IdahoPTV may be a decline in donations because some viewers may not be able to receive our signal because they live in one of the areas listed above or have not purchased a digital TV receiving device.

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

SUBJECT

Authorization to Executive Director – Policy Manual Changes Regarding Idaho School for the Deaf and Blind, Idaho State Historical Society, and Idaho Commission for Libraries

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.A.5.c. Adoption, Amendment, or Repeal of Board Policies.

BACKGROUND/ DISCUSSION

Board policy states that the Executive Director is authorized to make non-substantive corrections and amendments to Board Governing Policies and Procedures as may be necessary in such areas as typographical errors, cross-references, and citations of state and federal statutes.

During the 2009 legislative session statutes were passed moving the Idaho State Historical Society, and the Idaho Commission for Libraries out from under the Board's oversight. Additionally, the Idaho School for the Deaf and Blind was moved out from the Board's direct supervision and recreated as the Idaho Bureau of Educational Services for the Deaf and Blind, with a governing board of its own. Board policy references each of these three agencies throughout as well as being covered under specific policies in section IV. Organization Specific Policies.

Board staff requests that authorization be given to the Executive Director to remove all references to the three policies from Board policy, including the renumbering of sections as necessary. Any policy that may be necessary concerning the new Bureau of Educational Services for the Deaf and Blind would be brought to the Board for consideration through the normal process. At this time it is not anticipated that the Board would need any policies regarding this new governmental entity.

IMPACT

Approval would allow Board staff to make all changes necessary to Board policy, removing references to the Idaho School for the Deaf and Blind, Idaho Historical Society, and Idaho Commission for Libraries, without necessitating the added resources required to bring each policy before the Board for a first and then second reading.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 18, 2009

BOARD ACTION

A motion to authorize the Executive Director to make changes as necessary removing all references to the Idaho Historical Society, the Idaho Commission for Libraries, and the Idaho School for the Deaf and Blind; including the renumbering of sections as necessary.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009**

TAB	DESCRIPTION	ACTION
1	EPSCoR SUMMARY REPORT	Information Item
2	NORTHERN IDAHO CONSORTIUM FOR HIGHER EDUCATION (NICHE) LOCAL OPERATIONS COMMITTEE – SUMMARY REPORT	Information Item
3	IDAHO COMPREHENSIVE LITERACY ASSESSMENT REPORT	Information Item
4	IDAHO STATE UNIVERSITY- APPROVAL OF NOTICE OF INTENT: NEW ADMINISTRATIVE UNIT– DEPARTMENT OF MEDICINE AND SURGERY	Motion to Approve
5	IDAHO STATE UNIVERSITY- APPROVAL OF NOTICE OF INTENT: NEW DOCTORAL PROGRAM – PH.D., MICROBIOLOGY	Motion to Approve
6	UNIVERSITY OF IDAHO - CHANGE TO THE CONSTITUTION OF THE UNIVERSITY FACULTY	Motion to Approve
7	APPROVAL OF HIGHER EDUCATION RESEARCH COUNCIL (HERC) FY10 BUDGET	Motion to Approve
8	IDAHO TECHNOLOGY INCENTIVE GRANT PROGRAM FY 2010 AWARD	Motion to Approve
9	FIRST READING, PROPOSED AMENDMENT TO BOARD POLICY III.Y. ADVANCED OPPORTUNITIES, IDAHO STANDARDS	Motion to Approve

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

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| 10 | DISTRIBUTION OF \$500,000 FOR ADVANCED OPPORTUNITIES TRAINING | Motion to Approve |
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| 11 | ONE YEAR CONTRACT RENEWAL WITH QUESTAR ASSESSMENT, INC FOR IDAHO ENGLISH LANGUAGE ASSESSMENT (IELA) | Motion to Approve |
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| 12 | APPROVAL OF ACCOUNTABILITY WORKBOOK – AMENDMENT TO ADOPT INDEXING | Motion to Approve |
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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

SUBJECT

Experimental Program to Stimulate Competitive Research (EPSCoR) Summary Report

BACKGROUND/DISCUSSION

Experimental Program to Stimulate Competitive Research (EPSCoR) in Idaho represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. Through EPSCoR, participating states are building a high-quality, academic research base that is serving as a backbone of a scientific and technological enterprise.

Idaho EPSCoR is currently led by a state committee composed of 18 members with diverse professional backgrounds from both the public and private sectors and from all regions in the state. The Idaho EPSCoR committee oversees the implementation of the EPSCoR program and ensures program goals and objectives are met. The state committee was under the supervision of the Office of the Governor; however, Executive Order 2009-09 authorized the re-establishment of EPSCoR under the State Board of Education. The Idaho EPSCoR office and the State of Idaho EPSCoR Project Director are located at the University of Idaho. Partner institutions are Boise State University and Idaho State University.

Dr. Greg Bohach is the current Idaho EPSCoR Project Director and will be providing a summary report to the Board regarding current EPSCoR activities to include a summary on progress of the Idaho NSF EPSCoR Research Infrastructure Improvement (RII) project: Water Resources in Changing Climate.

STAFF COMMENTS AND RECOMMENDATIONS

Board staff has no comments or recommendations.

BOARD ACTION

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

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

SUBJECT

Northern Idaho Consortium for Higher Education (NICHE)
Local Operations Committee – Summary Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G. Program Approval and Discontinuance

Idaho State Board of Education Governing Policies and Procedures, Section III.Z. Delivery of Postsecondary Education

BACKGROUND

The Northern Idaho Consortium for Higher Education (NICHE) is a collaborative project formed by agreement among the University of Idaho (UI), North Idaho College (NIC), Idaho State University (ISU), Boise State University (BSU), and Lewis-Clark State College (LCSC) to meet educational needs in Northern Idaho. NICHE has an annual operating budget of \$225,000 and is funded through an appropriation by the State of Idaho. North Idaho College currently serves as the fiscal agent for NICHE.

DISCUSSION

NICHE has provided a progress report highlighting this year's activities, which include a reorganization of resources. Some highlights include:

- The development of a Memorandum of Agreement among the member institutions outlining the mission of NICHE.
- The subsequent development of Memorandums of Understanding outlining every collaborative service offered to member institutions.
- A summary of joint and/or co-branded marketing efforts, including the implementation of IdahoGoes!, a web-based gateway to all of the member institutions, their services, and a site that promotes educational attainment.
- Multiple special projects designed to promote higher education in the region

ATTACHMENTS

Attachment 1 – NICHE Summary Report

Page 3

BOARD ACTION

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

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Executive Summary

1. The MOA

- Replaced NICHE agreement (1999), eliminating two fulltime staff positions and reorganized effort;
- MOA among UI, LCSC, NIC, ISU adding BSU. Signed summer 2008;
- Renamed NICHE from “center” to “consortium;”
- cont’...

MOA cont'

- Focuses effort and resources on collaboration, cooperation and consolidation.
- Allocated funds (\$234k FY 2009) jointly-managed to benefit all.
- Collaborations detailed in a series of MOUs

MOUs

1. Testing Center
2. Director of Joint Communication
3. Concurrent Enrollment Fee Waiver
4. Joint Admissions
5. Disability Services (NIC-LC)
6. Health Services (NIC-LC)

Testing Center MOU

- Allocates \$53,000 to fund fulltime testing center director;
- Testing done at NIC on-campus and via NIC outreach centers;
- Consolidates and provides testing services to all NICHE member institutions.

Director, Joint Communication

- Allocates \$60,000 annually to fund the position;
- Works to promote the shared interests of all institutions; Goals:
 - Raise educational awareness in North Idaho
 - Raise enrollment in the jointly-offered and complimentary programs of the institutions;
 - Identify, assess, and advise on community post-secondary needs.

Joint Marketing

Get Your Bachelor's Degree in Coeur d'Alene.

The Only Change Will Be Your Colors.

FRESHMAN

SOPHOMORE

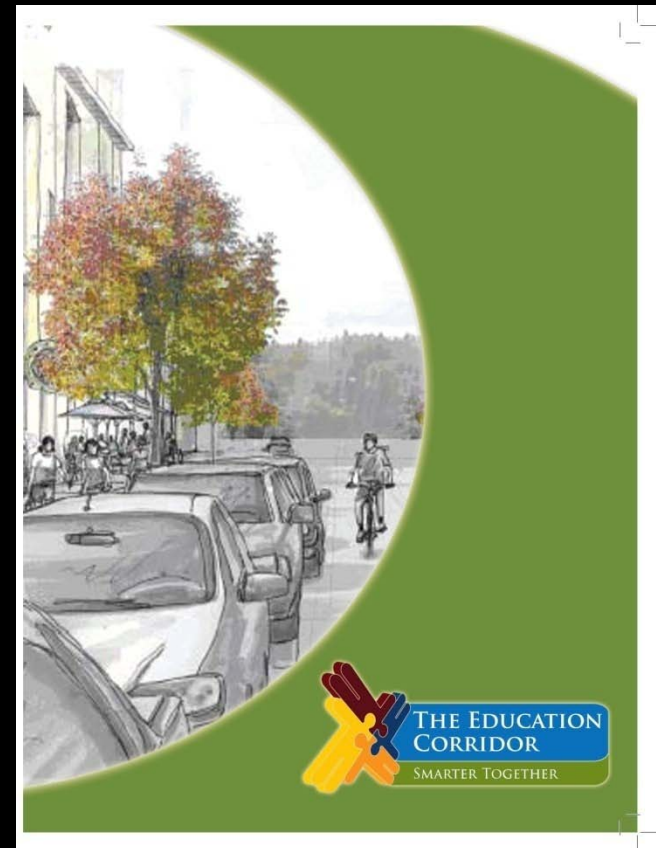
JUNIOR

SENIOR



Joint Marketing

- Education Corridor logo, brochure and website: www.edcorridor.com



Joint Marketing

- “Mr. Ed” twice monthly column appears in the CdA Press.



Work with CdA Chamber

- Internship database project;
- Creating an online database of available internship opportunities;
- Searchable by students and faculty of all institutions.

Other collaborations

- Task Forces on student services / marketing;
- Work on Regional Innovation Grant;
- Instructional Programs
 - Planning shared delivery of Interdisciplinary Studies BA/BS.
 - Military Science program success.

IdahoGoes

- Public Awareness Campaign
 - Print
 - Radio
 - Television
 - Billboards
 - Presentations



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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

SUBJECT

Idaho Comprehensive Literacy Assessment Report

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1207A Idaho Code, Teacher Preparation

BACKGROUND/DISCUSSION

The Idaho Comprehensive Literacy Assessment has been given to each Idaho prospective K-8 teacher since 2002. Included in the legislation enacted to put this assessment in place is the requirement that the Idaho State Board of Education shall report the number of K-8 preservice teachers taking and passing the assessment annually to the Legislature and the Governor. Attached is the report for 2008 as well as all previous years.

The number of students who have taken and passed the assessment is reflected in a single number. Because candidates for certification are allowed to take the various sections of the assessment more than once the specific number of students who have elected to discontinue taking the assessment or have not passed all the sections is very difficult to identify. A passing grade is required for the institutional recommendation for certification. A copy of this report will be sent to the Governor and to the chairs of the House and Senate Education committees.

ATTACHMENTS

Attachment 1 – ICLA Report – 2002-2008

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

As a requirement of 33-1207A the attached report will be sent to the Governor and the Legislature.

BOARD ACTION

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

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Number of Students Passing the Idaho Comprehensive Literacy Assessment

Fiscal /School Year	ISU	LCSC	NNU	UI	BSU	BYU Idaho	C of I	TOTAL
(July 1 - June 30)								
2008	61	20	20	45	170	212	8	536
2007	74	40	15	93	124	201	13	560
2006	63	34	22	77	120	242	6	564
2005	66	50	22	82	188	231	8	647
2004	76	39	24	77	93	209	3	521
2003	34	27	23	32	111	157	3	387
2002	28	35	22	0	93	23	0	201
								3416

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

IDAHO STATE UNIVERSITY

SUBJECT

Approval of Notice of Intent: New Administrative Unit – Department of Medicine and Surgery

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G

BACKGROUND/DISCUSSION

Idaho State University (ISU) proposes to organize a Department of Medicine and Surgery to house current ISU faculty and future physician faculty who have specialty and subspecialty training in fields other than Family Medicine. Currently, all ISU physician faculty on contract with ISU are administratively housed in the Department of Family Medicine. This new academic department would become a unit within the Kasiska College of Health Professions. No additional resources will be needed to develop this new academic unit. Existing contracts will be adjusted to incorporate the new structure.

Originally, the majority of physicians who were contracted faculty holding academic rank at ISU were trained in Family Medicine and assigned to ISU's Family Medicine Residency Program. In recent years the number of physician faculty at ISU has grown to include medical specialists and subspecialists in fields other than Family Medicine. For example, ISU currently has contracts with two Internists, two Obstetrician/Gynecologists, a Pediatrician and a specialist in Infectious Disease. All of these individuals hold academic rank and are eligible for promotion. These faculty and future faculty need an academic home that is more compatible with their medical training and interests.

Growth in this physician base has, in part, resulted from the development of a Hospitalist Program in collaboration with Portneuf Medical Center. The Hospitalist program provides unique training opportunities for Family Medicine Residents and significant improvements to the inpatient care given to vulnerable populations in the community. It is currently staffed with three Internal Medicine doctors, two of whom are contract ISU faculty holding academic rank. The proposed new academic unit would administer the Hospitalist program. The Hospitalist program faculty is interested in developing a Fellowship program in Hospital Medicine which would benefit Idaho by bringing physicians interested in the field to the state. The opportunity to hold faculty rank, engage in scholarly activity, and partner with the other health professionals at ISU has become a unique attraction for physicians considering a move to Eastern Idaho. Finally, a designated Department of Medicine and Surgery will increase the opportunities for medical student placements. Medical Schools prefer to work with Departments of Medicine when placing students. Medical student placements will

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

pave the path for medical residency applications to Idaho programs hence help Idaho recruit physicians to the state.

IMPACT

Because ISU already has the key personnel and infrastructure in place to offer this degree, no additional resources will be needed to develop this new academic unit.

ATTACHMENTS

Attachment 1 – Notice of Intent – Department of Medicine and Surgery Page 3

STAFF COMMENTS AND RECOMMENDATIONS

It is suggested that approval of the Administrative Unit-Department of Medicine & Surgery be postponed until the Medical Education subcommittee meets this summer. Because the State Board of Education's Executive Committee is creating a Medical Education Subcommittee for the purpose of reviewing and implementing the recommendations presented at the January Board meeting, it would be prudent for ISU to align this new medical unit with the findings and recommendations of this committee.

BOARD ACTION

A motion to refer the consideration of the Notice of Intent from Idaho State University to create a new Department of Medicine and Surgery to the Medical Education subcommittee for review.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

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: Idaho State University
 Name of College, School, or Division: Kasiska College of Health Professions
 Name of Department(s) or Area(s): _____

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:

New Administrative Unit: Department of Medicine and Surgery

(Degree or Certificate)

Proposed Starting Date:

2009
Fall, 2008

For New Programs:

For Other Activity:

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

☐ Program Component (major/minor/option/emphasis)

☐ Off-Campus Activity/Resident Center

☐ Instructional/Research Unit

☒ Addition/Expansion

☐ Discontinuance/consolidation

☐ Contract Program

☐ Other

Linda H. Hulse 2/10/09
 College Dean (Institution) Date
James A. Butler 2/10/09
 Chief Fiscal Officer (Institution) Date
Barbara Edmundo 2/10/09
 Chief Academic Officer (Institution) Date
Charles Smith 2/17/09
 President Date

VP Research & Graduate Studies Date
 State Administrator, SDPTE Date
 Chief Academic Officer, OSBE Date
 SBOE/OSBE Approval Date

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

- 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).

This is a request to organize a Department of Medicine and Surgery to house current and future Idaho State University (ISU) physician faculty who have specialty and subspecialty training in fields other than Family Medicine. Currently all ISU physician faculty on contract with ISU are administratively

Revised 9/6/06

Page 1

ATTACHMENT 1

housed in the Department of Family Medicine. This new academic department would become a unit within the Kasiska College of Health Professions. No additional resources will be needed to develop this new academic unit. Existing contracts will be adjusted to incorporate the new structure.

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.)

Originally the majority of physicians who were contracted faculty holding academic rank at ISU were trained in Family Medicine and assigned to our Family Medicine Residency Program. In recent years the number of physician faculty at ISU has grown to include medical specialists and subspecialists in fields other than Family Medicine. For example, we currently have contracts with two Internists, two Obstetrician/Gynecologists, a Pediatrician and a specialist in Infectious Disease. All of these individuals hold academic rank and are eligible for promotion. These faculty and future faculty need an academic home that is more compatible with their medical training and interests

Growth in this physician base has, in part, resulted from our development of a Hospitalist Program in collaboration with Portneuf Medical Center. The Hospitalist program provides unique training opportunities for our Family Medicine Residents and significant improvements to the inpatient care given to vulnerable populations in our community. It is currently staffed with three Internal Medicine doctors, two of whom are contract ISU faculty holding academic rank. The proposed new academic unit would administrate the Hospitalist program. The Hospitalist program faculty are interested in developing a Fellowship program in Hospital Medicine which would benefit Idaho by bringing physicians interested in the field to the state. The opportunity to hold faculty rank, engage in scholarly activity, and partner with the other health professionals at ISU has become a unique attraction for physicians considering a move to Eastern Idaho. Finally, a designated Department of Medicine and Surgery will increase the opportunities for medical student placements. Medical Schools prefer to work with Departments of Medicine when placing students. Medical student placements will pave the path for medical residency applications to Idaho programs, hence help Idaho recruit physicians to the state.

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

Until the Fellowship program in Hospital Medicine is organized, the Department of Medicine and Surgery will not confer certificates or degrees. Once the fellowship is organized, it will be governed by the American council of Graduate Medical Education (ACGME) the same body that accredits our Family Medicine Residency program. All physician faculty are and will be licensed to practice medicine in Idaho.

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.

ISU is the only state higher education institution with an established graduate medical education program.

ATTACHMENT 1

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						
CSI						
EITC						
ISU						
LCSC						
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			
CSI			
EITC			
ISU			
LCSC			
NIC			
UI			

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).

The development of a Department of Medicine and Surgery is consistent with ISU's mission as the lead institution in health related educational programs. ISU currently has a Department of Family Medicine which is housed within the Kasiska College of Health Professions.

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

Yes X No

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

ATTACHMENT 1

The Hospitalist Program is on the 8-year plan; the formation of new academic units is not required to be included on the 8-year plan.

ATTACHMENT 1

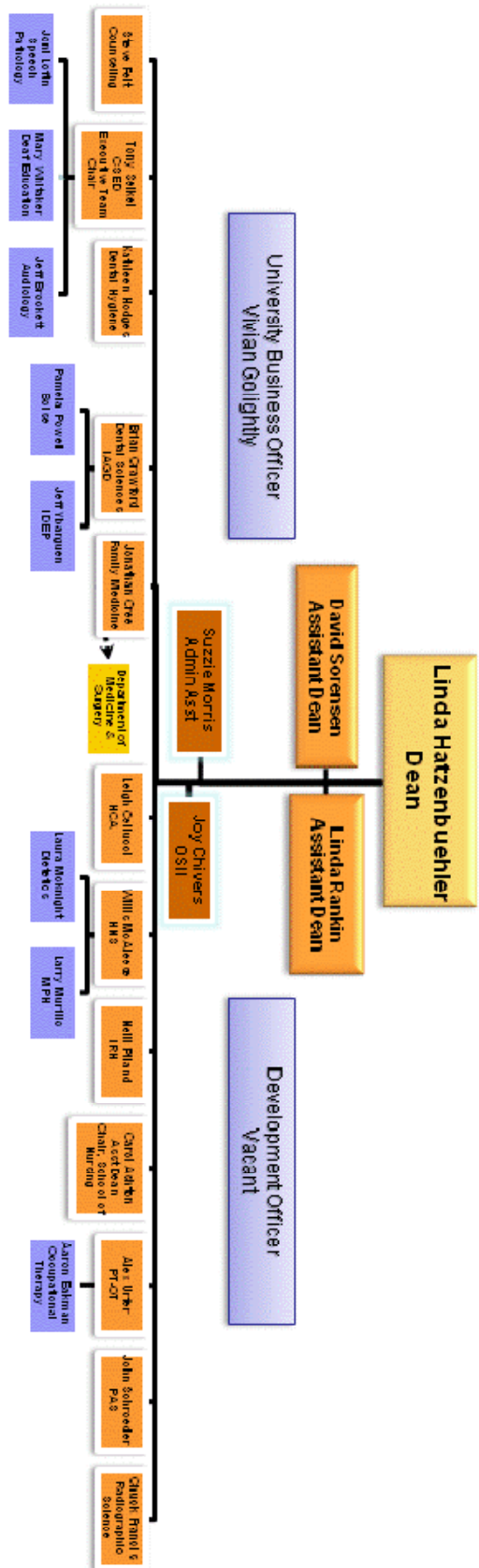
7. Resources--Faculty/Staff/Space Needs/Capital Outlay. (Use additional sheets if necessary.):

Estimated Fiscal Impact	FY	FY	FY	Total
A. Expenditures				
1. Personnel	0.00			0
2. Operating				0
3. Capital Outlay				0
4. Facilities				
TOTAL:	0.00			0
B. Source of Funds				
1. Appropriated-reallocation				
2. Appropriated – New				
3. Federal				
4. Other:				
TOTAL:	0.00			0
C. Nature of Funds				
1. Recurring *				
2. Non-recurring **				
TOTAL:	0.00			0

* 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.

Idaho State University



INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

IDAHO STATE UNIVERSITY

SUBJECT

Approval of Notice of Intent: New Doctoral Program - Ph.D. in Microbiology

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G

BACKGROUND/DISCUSSION

Idaho State University (ISU) proposes to create a new Ph.D. in Microbiology. The new program would be administered by the Department of Biological Sciences within the College of Arts and Sciences. This degree program is included in the Idaho State Board of Education's Eight-Year plan. With appropriate State Board of Education approvals, ISU could be prepared to start this program as early as the fall semester of 2009.

Over the past five years, Idaho State University has increased its commitment to biomedical research by adding faculty lines at ISU in the biomedical sciences. The increased "critical mass" in faculty and resources in the biomedical sciences enables the Department of Biological Sciences at ISU to provide the proposed Ph.D. in Microbiology with minimal expenditure of additional monies. Since the proposed program is already being followed as part of the Ph.D. in Biological Sciences offered in the department, minimal additional resources are required. The proposed Ph.D. in Microbiology will not require additional courses to be developed, as the faculty in the Department of Biological Sciences at Idaho State University is essentially already providing this program to their graduate students. The advantage of this degree is that it will allow those students following the more specialized and rigorous training required by the Microbiology faculty to be awarded a degree that reflects this. The creation of a Ph.D. in Microbiology at Idaho State University will provide additional educational options for students, thereby enhancing their future employment and career options.

The training of doctoral level scientists in Microbiology is quite distinct from that required for students in other disciplines in the Biological Sciences. The inability to distinguish such specialized training by offering Ph.D. students only a Ph.D. in Biology limits the ability of ISU to attract doctoral students interested in Microbiology and Biochemistry. Recent initiatives by ISU Department of Biological Sciences faculty in a number of areas related to Emerging Infectious Diseases and Extremophilic Microorganisms have led to increased interest by students in pursuing graduate studies in these research areas. The ability to offer a Ph.D. in Microbiology would enable ISU to attract a greater number of these students on a national and regional level, thus strengthening the Health Professions mission of the Department of Biological Sciences and ISU.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

The additional Ph.D. students studying with the ISU faculty offering this program would conduct research that could enhance the activities of research centers at Idaho State University such as the Institute of Rural Health and the ISU Biomedical Research Institute (IBRI), as well as potentially expand and enhance collaborations with partner entities such as the Boise Veteran's Administration Medical Center and the Inland Northwest Research Alliance. Faculty strengths and interests in extremophilic microorganisms and their enzymes/natural products would also attract new Microbiology Ph.D. students interested in studying these unusual microorganisms and their environments, which are abundant in the diverse ecosystems found in Southeast Idaho and its adjacent environs.

The ability to offer a Ph.D. in Microbiology at Idaho State University would also enable Idaho institutions to retain our highly qualified and motivated students in-state for their advanced degree training, making it more likely that Idaho's 21st century workforce would consist of more native Idahoans. A Ph.D. program in Microbiology is part of the strategic plan of the Department of Biological Sciences at Idaho State University to serve the needs of Idaho for the future, and is well supported by the faculty, as well as personnel in government and industry in the state and region. Senior scientists (Dr. William Apel and Dr. Francisco Roberto) at the Idaho National Laboratory have reviewed the program favorably.

The University of Idaho (UI) currently offers a Ph.D. in Microbiology, Molecular Biology and Biochemistry. The program proposed by Idaho State University would differ from the UI program in the research emphases determined by the faculty composed of the Microbiology group in the Department of Biological Sciences at Idaho State University. Please refer to page 8 for enrollment and graduate data for both programs.

IMPACT

Because ISU already has the key courses and personnel in place to offer this degree, there will be minimal cost in establishing this program. Please see proposed budget on page 11 for specific details.

ATTACHMENTS

Attachment 1 – Notice of Intent – Ph.D., Microbiology

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

ISU's request to create a new Ph.D. in Microbiology is consistent with their Eight-Year Plan for Delivery of Academic Programs in the Southeast Region for 2009-2010 academic school year. While Board staff acknowledges that this program was listed in the 8-year plan, the current environment must be considered. The economic climate is not conducive to developing new terminal degrees without documentation of a critical mass, which supports economic development for Idaho.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

Board staff recommends that Idaho State University proceed to the full proposal stage with the understanding that the full proposal will be reviewed through the regular program review process prior to the university moving forward with an external peer review. Staff also recommends that the full proposal include the following information: 1) additional budget detail regarding financial impact over a 3-yr. period; 2) clarification of the distinction of this curriculum from other related doctoral programs within state institutions; and 3) that opportunities for collaboration across state institutions be identified for shared courses and faculty expertise in the potential development of this new terminal degree.

BOARD ACTION

A motion to approve the intent from Idaho State University to create a new Ph.D. in Microbiology and direct the university to develop a full proposal with the understanding that the full proposal will be subject to the regular program review process prior to the execution of an external peer review. The full proposal will include additional budget detail regarding financial impact over a three-year period; clarification of the distinction of the program curriculum from other related doctoral programs within state institutions; and identification of opportunities for collaborations across state institutions for shared courses and faculty expertise.

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: Idaho State University

Name of College, School, or Division: Arts and Sciences

Name of Department(s) or Area(s): Biological Sciences (Microbiology)

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:

 (Degree or Certificate)

Proposed Starting Date: Fall 2009

For New Programs:

Ph.D. Microbiology 26.05

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

Scott H. Hays 11-5-08
 College Dean (Institution) Date

James C. Tetcher 2-11-09
 Chief Fiscal Officer (Institution) Date

Barbara Adamick 2-11-09
 Chief Academic Officer (Institution) Date

Arthur W. Hays
 President Date

Tom Jackson 11-06-08
~~VP Research & Graduate Studies~~ Date

State Administrator, SDPTE Date

Chief Academic Officer, OSBE Date

SBOE/OSBE Approval Date

Revised 9/6/06

Page 1

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).

Idaho State University proposes the creation of a new academic program which would enable the University to award a Ph.D. in Microbiology. The new program would be administered by the Department of Biological Sciences, which is an academic unit within the College of Arts and Sciences. This degree program has been included in the Idaho State Board of Education's Eight Year plan, with an implementation date of 2008. With appropriate SBOE approvals, it would be possible to start this program as early as the Fall semester of 2009. Over the past 5 years, the Idaho State University has increased its commitment to biomedical research by adding faculty lines at ISU in the biomedical sciences. The increased "critical mass" in faculty and resources at Idaho State University in the biomedical sciences over the last 5 years enables the Department of Biological Sciences at ISU to provide the proposed Ph.D. in Microbiology with minimal expenditure of additional monies by Idaho State University. Since the program proposed is already being followed as part of the Ph.D. in Biological Sciences offered in the department, minimal additional resources are required. The proposed Ph.D. in Microbiology will not require additional courses to be developed, as the faculty in the Department of Biological Sciences at Idaho State University is essentially already providing this program to our graduate students. The advantage of this degree is that it allows those students following the more specialized and rigorous training required by the Microbiology faculty to be awarded a degree that reflects this. The creation of a Ph.D. in Microbiology at Idaho State University will provide additional educational options for students, thereby enhancing their future employment and career options.

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 training of doctoral level scientists in Microbiology is quite distinct from that required for students in other disciplines in the Biological Sciences. The inability to distinguish such specialized training by offering Ph.D. students only a Ph.D. in Biology limits the ability of Idaho State University to attract doctoral students interested in Microbiology and Biochemistry. Recent initiatives by ISU Department of Biological Sciences faculty in a number of areas related to Emerging Infectious Diseases and Extremophilic Microorganisms have led to increased interest by students in pursuing graduate studies in these research areas. The ability to offer a Ph.D. in Microbiology would enable ISU to attract a greater number of these students on a national and regional level, thus strengthening the Health Professions mission of the Department of Biological Sciences and ISU. The additional Ph.D. students studying with the ISU faculty offering this program would conduct research that could enhance the activities of research centers at Idaho State University such as the Institute of Rural Health and the ISU Biomedical Research Institute (IBRI), as well as potentially expand and enhance collaborations with partner entities such as the Boise Veteran's Administration Medical Center and the Inland Northwest Research Alliance (INRA). Faculty strengths and interests in extremophilic microorganisms and their enzymes/natural products would also attract new Microbiology Ph.D. students interested in studying these unusual microorganisms and their environments, which are abundant in the diverse ecosystems found in Southeast Idaho and its adjacent environs.

Recent hires in the Department of Biological Sciences at ISU have strengthened the Microbiology

ATTACHMENT 1

and Biochemistry faculty (see “Faculty Research Interests and Publications” attachment) to the point where we feel we can offer a Ph.D. in Microbiology. Using the current Ph.D. program in Biology as a guide, we have crafted a program proposal that incorporates the unique training required of Microbiologists at the Ph.D. level (see “Program Description” attachment). As the state of Idaho diversifies its economy from agriculture to a more balanced employer-base that includes biotech companies and the pharmaceutical industry, the proposed Microbiology Ph.D. program would position Idaho State University to play a key role in helping to train Idaho's workforce for the 21st century.

The ability to offer a Ph.D. in Microbiology at Idaho State University would also enable Idaho institutions to retain our highly qualified and motivated students in-state for their advanced degree training, making it more likely that Idaho's 21st century workforce would consist of more native Idahoans. A Ph.D. program in Microbiology is part of the strategic plan of the Department of Biological Sciences at Idaho State University to serve the needs of Idaho for the future, and is well-supported by the faculty, as well as personnel in government and industry in the state and region. Senior scientists (Dr. William Apel and Dr. Francisco Roberto) at the Idaho National Laboratory (INL) have reviewed the program favorably.

Comments by Dr. William Apel:

“...I think offering a Ph.D. in microbiology is an excellent idea. Frankly, with the current almost blinding expansion of biotechnology, and the specialization that is inherent in that expansion, a Ph.D. degree in "Biology" lacks focus, and carries the stigma of a degree from a small school that does not have the resources to offer more specialized and meaningful degrees. With that said, knowing the microbiology and biochemistry faculty at ISU, I am certain ISU can offer a strong and meaningful Ph.D. in Microbiology. Such a degree would enhance your students' employment potential. Bottom line, I strongly endorse ISU offering this degree and wish you the best of luck in working with the State Board of Education to establish a Ph.D. in microbiology degree program.”

Comments by Dr. Francisco Roberto:

“...I think it's reasonable for the Biological Sciences department to consider offering a specialized PhD in microbiology, and believe that it would have benefits for your graduates primarily by expanding the potential job market available to them. While our history of hiring ISU grads reflects that it's easier to hire a BS/MS level graduate (and we definitely have more opportunities for them), we have had openings recently for PhD scientists that would have been unavailable to your students because of that requirement.”

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

The American Society for Microbiology (ASM) is the preeminent professional society for Microbiologists not only in the USA, but internationally. The Society was founded in 1899 and has over 43,000 members worldwide, representing over 26 sub-disciplines within the field of Microbiology. ASM contains a separate division within the Society that is concerned with the education of Microbiologists. The Society publishes curriculum guidelines for undergraduate majors

ATTACHMENT 1

in Microbiology, and the Department of Biology at ISU follows these suggested course offerings. This curriculum has been modified for use at the graduate level and is the basis of the current M.S. degree in Microbiology that the Department offers, as well as the proposed Ph.D. in Microbiology. Advanced graduate level courses in the areas detailed by the ASM curriculum guidelines as well as specialized course offerings in ISU faculty members' areas of expertise will ensure that the Microbiology Ph.D. meets the exacting standards of the American Society for Microbiology. We have already designed the curriculum for the Ph.D. program in Microbiology which includes a defined schedule of courses from our preexisting course offerings, a schedule of Written and Oral Exams, Proposal Seminar, et cetera (see "Program Description" attachment).

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.

The University of Idaho offers a Ph.D. in Microbiology, Molecular Biology and Biochemistry. The program proposed by Idaho State University would differ from that offered by the University of Idaho in the research emphases determined by the faculty composing the Microbiology group in the Department of Biological Sciences at Idaho State University. As one example, Idaho State University currently has an active extremophile research group, in which microbial organisms occupying extreme environments are studied. Such specialized research groups will provide a very different training to the students entering the program than would be obtained at the University of Idaho (see "Faculty Research Interests and Publications" attachment).

Data presented in the table below show the estimated enrollment if a Ph.D. program in Microbiology was currently offered at Idaho State University. There would be 13 Microbiology Ph.D. students at ISU, and projected back enrollments for academic years 2007 and 2006 (12 and 11 students, respectively) indicate increasing/steady demand among recruited graduate students for this option. Enrollment numbers for a somewhat similar program at the University of Idaho for academic years 2006, 2005, and 2004 were 24, 27, and 28, respectively.

**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 (2007)	Previous Year (2006)	Current	Previous Year (2007)	Previous Year (2006)
BSU	NA	NA	NA	NA	NA	NA
CSI	NA	NA	NA	NA	NA	NA
EITC	NA	NA	NA	NA	NA	NA
ISU Dept. of Biological	Estimate if program in existence	Estimate if program in existence	Estimate if program in existence	Estimate if program in existence	Estimate if program in existence	Estimate if program in existence

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Sciences	13	12	11	0	5	2
LCSC	NA	NA	NA	NA	NA	NA
NIC	NA	NA	NA	NA	NA	NA
UI	24	27	28	6	4	3
Dept. of Microbiology, Molecular Biology, and Biochemistry	(Data for 2006)	(Data for 2005)	(Data for 2004)	(Data for 2006)	(Data for 2005)	(Data for 2004)

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			
CSI			
EITC			
ISU Dept of Biological Sciences	B.S		Bachelor of Science in Microbiology
	M.S.		Master of Science in Microbiology
	Ph.D.		Biological Sciences
	M.S.		Clinical Lab Sciences
LCSC			
NIC			
UI Dept. of Microbiology, Molecular Biology, and Biochemistry	B.S. M.S. Ph.D.		Bachelor of Science in Microbiology Bachelor of Science in Molecular Biology and Biochemistry Bachelor of Science in Medical Technology Master of Science in Microbiology, Molecular Biology and Biochemistry Ph.D. in Microbiology, Molecular Biology and Biochemistry

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).

Idaho State University has the “Health Professions” mission in the state of Idaho. This entails providing educational services/coursework associated with the diverse undergraduate and graduate programs at Idaho State University, as well as distance offerings to other academic units within the state. Future expansion of that mission would necessitate an expansion/enhancement of efforts by faculty to conduct research in biomedically-related areas, such as Emerging Infectious Diseases, an area where faculty at Idaho State University are expanding their influence. A core component of undergraduate and graduate education is providing opportunities for students to engage in scholarly research. Options for conducting this research at the graduate level in the field of Microbiology are currently limited at Idaho State University due to ability of the university to offer only a Master of Science degree in Microbiology. With a large number of faculty at Idaho State University currently engaged in biomedical research relating to infectious diseases and pathogenic organisms, the lack of a Ph.D.-level program in Microbiology hampers our ability to attract graduate students with biomedically-related interests. Furthermore, some of Idaho’s “best and brightest” who would prefer to continue their education in Idaho find themselves forced to accept positions in Ph.D. programs in other states to meet their research needs and interests. Approval by the State Board of Education for the initiation of a Ph.D. in Microbiology at Idaho State University would support Idaho State University’s health professions mission at the undergraduate and graduate levels, and would provide a boost overall to efforts by ISU faculty members to conduct vigorous research programs in biomedical areas.

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

Yes x No

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

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

Estimated Fiscal Impact	FY 09	FY 10	FY 11	Total
A. Expenditures				
1. Personnel				
2. Operating				
3. Capital Outlay	7,500	1,500	1,500	10,500
4. Facilities				
TOTAL:	7,500	1,500	1,500	10,500
B. Source of Funds				
1. Appropriated-reallocation	1,500	1,500	1,500	10,500
2. Appropriated – New				
3. Federal				
4. Other:	6,000			
TOTAL:	7,500	1,500	1,500	10,500
C. Nature of Funds				
1. Recurring *	1,500	1,500	1,500	10,500
2. Non-recurring **	6,000			
TOTAL:	10,500	1,500	1,500	10,500

* 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.

Budget Justification: Funding is required in year 1 (\$6000) for purchase of books specific to the discipline, as well as \$1500 per year reallocated for journal subscriptions.

Doctor of Philosophy in Microbiology

The degree of Doctor of Philosophy is granted for proven ability, independent investigation, and scholarly attainment in a special field. Although it is primarily a research degree and is not granted solely on the completion of a certain number of credits, there are specific course requirements that must be met. The training of a Ph.D.-level Microbiologist is based on a strong foundation in Mathematics, Chemistry, Genetics, Molecular Biology, and Biochemistry in addition to extensive coursework in the various disciplines within the field of Microbiology. This base is built upon advanced course work in the major sub-disciplines of Microbiology (Molecular Biology, Biochemistry and Physiology, Genetics, Biotechnology, Virology, Industrial and Environmental Microbiology, and Medical Microbiology) as the student focuses his/her area of interest. There is not a fixed total credit requirement for this degree. Credits for the dissertation and the research upon which it is based should comprise a substantial portion of the program and involve original work. It is understood that the research for and writing of the dissertation will require the equivalent of at least one year of full-time work.

Admission

Applicants Who Hold a Master's Degree

Application to the Ph.D. program in Microbiology requires (1) at least a 3.0 grade point average (GPA) for all upper division credits taken in the previous degree program, (2) scores in the 35th percentile or higher on the verbal and quantitative sections of the Graduate Record Exam (GRE), (3) submission of scores for the GRE Biology or Biochemistry subject area exam, and (4) completed application forms for the Graduate School and Department of Biological Sciences, including three letters of recommendation. Scores in the verbal, quantitative, and analytical sections of the GRE must be submitted before entrance can be considered. Foreign students may be accepted without GRE scores, with the requirement that they take the GRE during their first semester in residence. Individuals for whom English is a second language must meet the Graduate School minimal TOEFL score.

Applicants who do not meet the minimum GPA and/or GRE requirements may be admitted under "Conditional" status. The conditions of acceptance will be specified on the applicant's Approval for Admission to Graduate School form. In some cases, students may be required to retake the GRE during their first semester in residence. Students admitted under "Conditional" status because of low/missing GRE scores will be transferred to "Classified" status if new GRE scores that meet the minimal requirement are submitted. Failure to meet the minimum GRE standards during the first year of residence may result in expulsion from the program. Students under "Conditional" status must petition the Graduate Programs Committee for transfer to "Classified" status after a year of graduate work and successful remediation of any deficiencies in coursework or GRE scores. This petition will include a recommendation from the student's Advisory Committee signed by the major professor. Continuation in the Microbiology Ph.D. program is contingent upon approval of transfer to "Classified" status. In rare cases, the Graduate Programs Committee may grant approval for a student to remain on "Conditional" status for a second year. Any student with "Conditional" status who has not been approved for transfer to "Classified" status by the end of his/her second year will be dismissed from the program. Acceptance into the Microbiology Ph.D. program must be approved by majority vote of the Departmental Graduate Programs committee.

Applicants Who Do Not Hold a Master's Degree

For applicants who hold only a Bachelor's degree, acceptance into the Microbiology Ph.D. program requires a minimum of a 3.0 GPA for all undergraduate work, scores in the 50th percentile or higher on the verbal and quantitative sections of the GRE, and submission of scores for the GRE Biology or Biochemistry subject area exam. No waiver of GRE scores is allowed except in the case of students for whom English is a second language who receive a lower verbal GRE score; these individuals must meet the Graduate School minimal TOEFL score. The application must include three letters of recommendation. The application must be approved by majority vote of the Departmental Graduate Programs Committee.

Student in the Department's Master's program may be permitted to change to the Microbiology Ph.D. program with approval of the Graduate Programs Committee. Application for change must include 1) a letter from the student that provides a rationale for the status change and 2) a letter of support from the major professor.

Prerequisites

The following courses are prerequisites for the Microbiology Ph.D. program. The student's committee may make recommendations for meeting prerequisite requirements, but the Graduate Programs Committee must approve any substitution to the courses listed below. Any student who has not met these requirements through previous course work must take these courses as part of his/her graduate program. Coursework taken at the undergraduate level to satisfy deficiencies does not count toward the graduate degree; however, they must appear on the student's Planned Program of Study. Coursework taken at the undergraduate level to satisfy deficiencies must be taken for letter grades and the grades earned must be "C" or better. It is expected that applicants to the program will have a broad background in Biology, and will have completed coursework at the undergraduate level in the following areas:

- 1 semester of Calculus (Calculus through Multivariable Calculus recommended)
- 1 year of General Chemistry (+lab)
- 1 year of Organic Chemistry (+ lab)
- 1 year of Physics (+ lab)
- 1 semester of Quantitative Analysis, Analytical Chemistry, or Inorganic Chemistry (+ lab)
- 1 semester of Statistics
- Genetics (lab recommended)
- General Microbiology (+ lab)

Coursework deficiencies will be determined by the Graduate Programs Committee. Deficiencies will be made up in the first year of study. The Microbiology Ph.D. program will be tailored to the requirements of the student's program of study (as determined by the student's Advisory Committee), and will include coursework to rectify any deficiencies as determined by the Graduate Programs Committee.

Graduate Coursework in the Microbiology Ph.D. program

The intent of the Microbiology Ph.D. program is to produce scientists with a broad background in the major sub-disciplines of Microbiology, while ensuring focused study in their major field of interest. The student's Graduate Advisory Committee will direct the student to specific course offerings within the Department and University to satisfy coursework guidelines. The three core areas in the Microbiology Ph.D. program are:

- Biochemistry, Genetics, Molecular Biology, and Physiology of Microorganisms

- Immunology, Virology, and Medical Microbiology
- Microbial Ecology and Applied, Industrial, and Environmental Microbiology

Students in the Microbiology Ph.D. program will take at least 30 credits of formal graduate coursework (at least 15 credits will be at the 600-level). The following courses are NOT to be considered part of this 30 credits of formal graduate coursework: BIOL 581-582 Independent Problems; BIOL 648 Graduate Problems; BIOL 650 Thesis; BIOL 699 Doctoral Dissertation. Six credits of courses will be taken in **each** of the three Microbiology core areas. The remaining 12 credits will be taken in any one of the three core areas or in subject areas recommended by the student's Advisory Committee. Expertise in the generation, manipulation, and analysis of gene and protein sequence data has become an expected skill set of Ph.D.-level Microbiologists. Therefore, it is recommended that students avail themselves of coursework in Bioinformatics and Phylogenetic Analysis in their coursework. It is expected that students in the Microbiology Ph.D. program will complete the majority of their coursework by the end of their 4th semester (or equivalent) in the program. Students in the Microbiology Ph.D. program will also be required to take 6 credits of Graduate Seminar in Microbiology (BIOL 691-692) and may be required to take other courses (as determined by recommendation of the student's Graduate Advisory Committee). The 6 credits of graduate seminar may be taken at any time during the student's residence in the Microbiology Ph.D. program, but it is recommended that the student start taking Graduate Seminar no later than their 5th semester (or equivalent) in the program. The specific course list for each student will be determined by the student's Graduate Advisory Committee based on the criteria outlined in this document. Students who have already received an M.S. degree may transfer 9 credits of graduate level work, providing a grade of "B" or higher was earned. Transfer of credits is subject to approval by the Graduate Programs Committee. Specific course requirements include:

BIOS 691-692 Graduate Seminar	6 credits
Microbiology Core Area Courses	18 credits (6 credits in each area)
Advisory Committee recommended Courses	12 credits minimum

Residency Requirements

The equivalent of least two years of full-time study is required. Part of the work may be completed elsewhere with the approval of a student's Advisory Committee, but two consecutive regular semesters of full-time study must be taken in residence at this university.

Advisory Committee

The student's Advisory Committee will consist of (at least) three additional members of the graduate faculty who are chosen by the student in consultation with the major professor. It is the student's responsibility to contact members of the faculty to ascertain their willingness to serve. The Advisory Committee may include individuals from other departments or persons from outside the University who hold affiliate rank in the Department, with the approval of the Dean of Graduate Studies, but the majority of any committee must consist of regular departmental faculty.

The final member of the student's Advisory Committee is a Graduate Faculty Representative (GFR) from outside the Department who is appointed by the Dean of Graduate Studies. The Dean will automatically appoint a GFR to participate in the defense of the dissertation if one has not been appointed before that time. However, it has been traditional for the GFR to be an active member of the Advisory Committee who participated in committee meetings and the Comprehensive Examination. In such cases, the student

must submit a request in writing to the Dean of Graduate Studies that a particular individual be appointed. The GFR must be a member of the Graduate Faculty of Idaho State University.

Comprehensive Examination

Before submission of the final program of study, the student must pass a Comprehensive Examination intended to test his/her knowledge of the major and minor fields of study. The student will be admitted to this examination after completion of the majority of the course requirements and when the student is considered by his/her Advisory Committee to be prepared adequately in the major and minor fields. This is to be interpreted as allowing the student to take the Comprehensive Exam, even though one or two courses remain to be taken for the completion of the student's program. The Comprehensive Examination should be taken following the 4th semester (or equivalent) of residence in the Microbiology Ph.D. program, and prior to the start of the student's 5th semester (or equivalent) in the program. Normally, this means that the student would take the Comprehensive Exam sometime during the summer between their 2nd and 3rd years in the Microbiology Ph.D. program. Several months (3 to 6) prior to the intended date for examination, the student should meet with his/her Advisory Committee to seek approval to schedule the exam. If approval is given, the student may at that time ascertain from the committee which topical areas will be covered and which committee member will be responsible for each. Students should meet individually with committee members to determine more specifically what materials will be pertinent and how to prepare for the exam. The examination will consist of a written and an oral portion. Both portions must be passed satisfactorily in order to complete the comprehensive requirements.

The written portion of the Comprehensive Exam should not be less than 25 hours nor more than 40 hours of actual writing time. Normally the written exams will be completed within the span of one week. The written portion of the Comprehensive Examination generally will involve the student applying the knowledge gained through graduate coursework and readings suggested by the Advisory Committee. The examination will consist of five sections, each meant to be answered by a five-hour essay. The specific topic areas covered will be determined by the student's Advisory Committee. Grading on the written portion will be on a Pass/Fail basis with four of the five sections graded satisfactory required for a Pass. If the student fails two or more sections of the written portion of the exam, the student's Advisory Committee will convene to determine if the student will be allowed to remain in the program. The student's Advisory Committee may recommend one of three options: dismissal from the program; transfer from the Microbiology Ph.D. program to the Microbiology M.S. program; or re-examination of the failed sections of the written exam. Failed sections may be repeated once, at a time designated by the student's Advisory Committee, but within a year of the original examination. If a student has not passed all the written sections after repeating the failed sections once, that student will be dismissed from the program. The completed and graded written portion of the Comprehensive Exam is to be deposited in the student's department file.

The purpose of the oral portion of the examination is to provide an opportunity to clarify and explore further implications of the written examination as well as to present the student with new questions in the same general subject areas as those covered by the written exams, but it can also cover other areas that are relevant to the student's graduate program. The oral portions should not be given until after the written examination has been evaluated by all of the committee members, but no later than two weeks after completion of the written portion. The student must pass the written portion of the Comprehensive Exam prior to taking the oral portion of the Comprehensive Exam. The oral exam must be passed by simple majority vote of the Advisory Committee. Once a student has passed both the written and oral portions of the Comprehensive Exam, the student will be admitted to Candidacy in the Microbiology Ph.D. program. When the student has passed both written and oral portions of the Comprehensive Exam, the Advisory Committee should finalize and approve the student's Final Program of Study. The Advisory Committee

may recommend additional coursework to strengthen the student's background in areas in which the student was considered weak. In case of failure, the student may be allowed to retake all or part of the oral examination at the discretion of his/her Advisory Committee. If a student fails the oral exam a second time, that student will be dismissed from the program.

Research Proposal and Seminar

Students pursuing the Microbiology Ph.D. are required to write a Research Proposal and present a Seminar based on the Research Proposal to the Department of Biological Sciences prior to the end of their 5th semester (or equivalent) in the program. The purposes of Research Proposal and Seminar are to assess the student's potential for graduate study at the doctoral level, to determine areas in which the student shows strength or weakness, and to assess the student's ability to assimilate, evaluate, and synthesize subject matter. The format of the Research Proposal will follow the guidelines for an NSF grant or comparable NIH proposal. The proposal will be prepared with the same care and in the same detail that one would expect to find in a proposal submitted to a national-level funding agency. It is expected that the student and his/her advisor will submit the proposal for funding to the relevant agency to fund the student's dissertation research. The proposal will include:

- survey of the literature to develop a rationale for the research
- statement of the problem(s) or hypothesis(es) to be addressed
- detailed description of methods including, if appropriate, the experimental approach and planned statistical analyses
- preliminary date (optional, but highly encouraged)
- time line
- bibliography
- budget

When the research proposal has been approved by the major professor and the student's Advisory Committee, the student will present a one-hour seminar on the proposed research to the Department. This presentation will occur no later than the end of the student's 5th semester (or equivalent) in residence. Immediately after the seminar, the student will convene a meeting with his/her Advisory Committee to review and critique the Research Proposal and Seminar.

Doctoral Dissertation

Every student working toward the Microbiology Ph.D. degree must submit a dissertation embodying the results of original and creative research. The dissertation must demonstrate the student's ability in independent investigation and must be a contribution to scientific knowledge. It must display mastery of the literature of the subject field and must demonstrate an organized, coherent development of ideas, with a clear exposition of results and a creative discussion of the conclusions. Students may register for dissertation credit only after completion of all formal course work.

After the dissertation, in substantially final form, has been approved for format and content by the major professor, and not later than two weeks before the date of the final examination, the student must personally deliver a copy of the dissertation to each member of the Advisory Committee.

Final Examination

The final examination of the dissertation will be conducted by the student's Advisory Committee including the GFR. The final examination must be completed at least two weeks before the date set for the commencement exercises at which the student expects to obtain a degree. Students are required to give a departmental seminar on the dissertation immediately preceding the final examination. The examination is concerned primarily with the student's research as embodied in the dissertation, but it may be broader and extend over fields of study related to the dissertation. The final examination is entirely oral and is open to faculty invited by the advisor, Department Chair, or Dean of Graduate Studies. Questions may be asked by committee members and those visitors specifically invited to do so by mutual agreement of the student's Advisory Committee and the Dean of Graduate Studies. A majority of the examining committee must approve the dissertation and the final examination.

Master of Science in Microbiology

The M.S. programs require a substantial, original research project that culminates in a thesis, a minimum of 30 credits (including research and thesis) earned in graduate courses and seminars, and expertise in core conceptual areas of the major sub-disciplines of Microbiology (Molecular Biology, Biochemistry and Physiology, Genetics, Biotechnology, Virology, Industrial and Environmental Microbiology, and Medical Microbiology).

Admission

Acceptance to the Microbiology M.S. program requires that a faculty member agree to serve as the candidate's advisor. Candidates must have at least a 3.0 GPA for all upper division credits taken in the previous degree program. Scores in the verbal, quantitative, and analytical portions of the GRE must be submitted; scores in the 35th percentile or higher are required on the verbal and quantitative portions of the GRE. If either the GPA or GRE requirement is not met, the Department may choose to admit the candidate to "Conditional" status.

Prerequisites

The following courses are prerequisites for the Microbiology M.S. program. The student's committee may make recommendations for meeting prerequisite requirements, but the Graduate Programs Committee must approve any substitution to the courses listed below. Any student who has not met these requirements through previous course work must take these courses as part of his/her graduate program. Coursework taken at the undergraduate level to satisfy deficiencies do not count toward the graduate degree; however, they must appear on the student's Planned Program of Study. Coursework taken at the undergraduate level to satisfy deficiencies must be taken for letter grades and the grades earned must be "C" or better. It is expected that applicants to the program will have a broad background in Biology, and will have completed coursework at the undergraduate level in the following areas:

- 1 semester of Calculus (Calculus through Multivariable Calculus recommended)
- 1 year of General Chemistry (+lab)
- 1 year of Organic Chemistry (+ lab)

- 1 year of Physics (+ lab)
- 1 semester of Quantitative Analysis, Analytical Chemistry, or Inorganic Chemistry (+ lab)
- 1 semester of Statistics
- Genetics (lab recommended)
- General Microbiology (+ lab)

Coursework deficiencies will be determined by the Graduate Programs Committee. Deficiencies will be made up in the first year of study. The Microbiology M.S. program will be tailored to the requirements of the student's program of study (as determined by the student's Advisory Committee), and will include coursework to rectify any deficiencies as determined by the Graduate Programs Committee.

Graduate Coursework in the Microbiology M.S. program

The intent of the Microbiology M.S. program is to produce scientists with a broad background in the major sub-disciplines of Microbiology, while ensuring focused study in their major field of interest. The student's Graduate Advisory Committee will direct the student to specific course offerings within the Department and University to satisfy coursework guidelines. The three core areas in the Microbiology M.S. program are:

- Biochemistry, Genetics, Molecular Biology, and Physiology of Microorganisms
- Immunology, Virology, and Medical Microbiology
- Microbial Ecology and Applied, Industrial, and Environmental Microbiology

Students in the Microbiology M.S. program will take at least 17 credits of graduate coursework (at least 9 credits will be at the 600-level). Three credits of courses will be taken in each of the three Microbiology core areas (as recommended by the student's Graduate Advisory Committee). The remaining 8 credits may be taken in any of the three core areas or in subject areas recommended by the student's Advisory Committee. During the Spring semester of their first year in the program, students in the Microbiology M.S. program are required to take BIOL 691 Thesis Proposal Seminar, during which they will present their research proposal in a public forum. Students in the Microbiology M.S. program will also be required to take 2 credits of Graduate Seminar in Microbiology (BIOL 691-692) and may be required to take other courses (as determined by recommendation of the student's Graduate Advisory Committee). The specific course list for each student will be determined by the student's Graduate Advisory Committee based on the criteria outlined in this document. Thirty graduate credits approved by the Graduate Programs Committee and the Graduate School are required to complete the Microbiology M.S. degree program. At least 15 of these credit hours must be earned at the 600 level. Students may take an unlimited number of credits of BIOS 648 and BIOS 650, however only 4 credits of BIOS 648 and 6 credits of BIOS 650 may be counted towards the required 30 credits. Specific course requirements include:

BIOL 691 M.S. Thesis Proposal Seminar	1 credit
BIOS 691-692 Graduate Seminar	2 credits
Microbiology Core Area Courses	9 credits
Advisory Committee recommended Courses	8 credits minimum
BIOS 648 Graduate Problems	1-4 credits
BIOS 650 Thesis	1-6 credits

Residency Requirements

The equivalent of least two years of full-time study is required. Part of the work may be completed elsewhere with the approval of a student's Advisory Committee, but two consecutive regular semesters of full-time study must be taken in residence at this university.

Courses qualifying for credit in each Microbiology core area are:

Biochemistry, Genetics, Molecular Biology, and Physiology of Microorganisms

<u>Course #</u>	<u>Course Title</u>	<u># Credits</u>
BIOL 511k	Molecular Biology Lab Techniques	3 cr
BIOL 534	Microbial Diversity	3 cr
BIOL 545	Biochemistry I	3 cr
BIOL 547	Biochemistry II	3 cr
BIOL 548	Advanced Experimental Biochemistry	2 cr
BIOL 561	Advanced Genetics	3 cr
BIOL 610	Principles of Molecular Biology	3 cr
BIOL 621	Advanced Methods in Microbiology	3 cr
BIOL 633	Advanced Microbial Physiology	3 cr
BIOL 634	Intermediary Metabolism	3 cr
BIOL 636	Experimental Intermediary Metabolism	2 cr
BIOL 659	Advanced Studies in Genetics	2-6 cr
BIOL 660	Selected Topics in Biochemistry	3 cr
BIOL 599	Environmental Biotechnology	3 cr
BIOL 699	Microbial Biochemistry	3 cr
BIOL 599	Directed Evolution	3 cr
BIOL 599	Molecular Biotechnology	3 cr

Immunology, Virology, and Medical Microbiology

<u>Course #</u>	<u>Course Title</u>	<u># Credits</u>
BIOL 511k	Molecular Biology Lab Techniques	3 cr
BIOL 554	Advanced Immunology	3 cr
BIOL 561	Advanced Genetics	3 cr
BIOL 566	Medical Mycology	3 cr
BIOL 641	Advanced Topics in Immunology/Immunohematology	1-4 cr
BIOL 675	Advanced Bacterial Virology	3 cr
BIOL 676	Advanced Animal Virology	3 cr
BIOL 699	Microbial Biochemistry	3 cr

Microbial Ecology and Applied, Industrial, and Environmental Microbiology

<u>Course #</u>	<u>Course Title</u>	<u># Credits</u>
BIOL 511k	Molecular Biology Lab Techniques	3 cr
BIOL 534	Microbial Diversity	3 cr
BIOL 573	Industrial Microbiology	4 cr
BIOL 623	Soil and Ground Water Bioremediation	3 cr
BIOL 624	Microbial Ecology	3 cr
BIOL 599	Environmental Biotechnology	3 cr
BIOL 599	Molecular Biotechnology	3 cr

All Microbiology Graduate Courses

BIOL 511k	Molecular Biology Lab Techniques	3 cr S
BIOL 533	Microbial Physiology	3 cr F

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BIOL 534	Microbial Diversity	3 cr S
BIOL 545	Biochemistry I	3 cr F
BIOL 547	Biochemistry II	3 cr S
BIOL 548	Advanced Experimental Biochemistry	2 cr S
BIOL 551	Immunology	3 cr F
BIOL 554	Advanced Immunology	3 cr F
BIOL 555	Pathogenic Microbiology	3 cr S
BIOL 561	Advanced Genetics	3 cr OS
BIOL 565	Microbial Genetics	3 cr S
BIOL 566	Medical Mycology	3 cr S
BIOL 567	Microbial Genetics Laboratory	1 cr S
BIOL 569	Special Topics in Microbiology	1-4 cr
BIOL 573	Industrial Microbiology	4 cr ES
BIOL 575	General Virology	3 cr F
BIOL 577	Bacterial Virology Laboratory	1 cr S
BIOL 578	Animal Virology Laboratory	1 cr F
BIOL 581	Independent Problems	1-4 cr/semester
BIOL 582	Independent Problems	1-4 cr/semester
BIOL 605	Biometry	4 cr OS
BIOL 606	Scientific Writing	3 cr OF
BIOL 610	Principles of Molecular Biology	3 cr F
BIOL 621	Advanced Methods in Microbiology	3 cr S
BIOL 623	Soil and Ground Water Bioremediation	3 cr OS
BIOL 624	Microbial Ecology	3 cr AS
BIOL 633	Advanced Microbial Physiology	3 cr OS
BIOL 634	Intermediary Metabolism	3 cr IR
BIOL 636	Experimental Intermediary Metabolism	2 cr IR
BIOL 641	Advanced Topics in Immunology/Immunohematology	1-4 cr
BIOL 648	Graduate Problems	1-9 cr/semester
BIOL 650	Thesis	1-6 cr/semester
BIOL 659	Advanced Studies in Genetics	2-6 cr IR
BIOL 660	Selected Topics in Biochemistry	3 cr IR
BIOL 670	Selected Topics in Microbiology	1-4 cr S
BIOL 675	Advanced Bacterial Virology	3 cr S
BIOL 676	Advanced Animal Virology	3 cr S
BIOL 691	Seminar	1 cr F
BIOL 692	Seminar	1 cr S
BIOL 699	Doctoral Dissertation	1-9 cr/semester
BIOL 599	Environmental Biotechnology	3 cr F
BIOL 599	Directed Evolution	3 cr AS
BIOL 599	Molecular Biotechnology	3 cr AS
BIOL 599	Advanced Molecular Biology Lab Techniques	3 cr AS
BIOL 699	Microbial Biochemistry	3 cr AS

Microbiology Faculty Current and Pending Support**Current:**

CAES grant: Electricity generation from waste using microbial fuel cells 2007-2008. \$50,000. (CoPI: **Shields**)

Idaho State Board of Education: Development of an oral delivery system for DNA plasmid vaccines in rainbow trout. \$548,300 2 years, 2008-2009. (CoPI: **Shields, Sheridan**)

NASA: The Radio-Protective Effects of Salt Crystal Formation in an Extreme Halophile 3/15/2007-3/14/2009 \$30,000 (PI: **Evilia**; CoPI: **DeVeaux**)

Idaho State Board of Education: Development of Dye-Sensitized Solar Cells (DSSCs) Incorporating Novel Synthetic and Natural Dyes 1/22/2008-6/30/2009 \$75,000 (CoPI: **Evilia**)

DoD: Small Accelerators and Detection Systems for Homeland Defense and National Security Applications. 2008-2010, \$2,000,000 (CoPI: **DeVeaux**)

Pfizer, Inc: Toxin production in methicillin-resistant *Staphylococcus aureus* (MRSA): The role of cell cycle, PBPs, beta lactam antibiotics and protein synthesis inhibitors. 08/01/2006 – 07/31/2008 (CoPI: **Ma**)

Oak Ridge National Laboratory-University of Tennessee-Battelle. Probing molecular interaction between microbial-cell protein and mineral surfaces with neutrons. \$25,000. 2006-2008 (CoPI: **Magnuson**).

DOE-Basic Energy Sciences: Redox interactions of cytochromes and bacteria with oxide surfaces: Probing redox-linked conformational change. \$271,468. 2006-2009 (PI: **Magnuson**).

NSF-Research in Biogeosciences. Collaborative Research: Redox metalloproteins and conformational gating in electron transfer to ferric minerals. \$85,328. 2004-2008 (PI: **Magnuson**).

NSF: UMEB: Undergraduate Training in Ecological and Evolutionary Analyses of Micro and Macro Systems. \$401,068. 9/1/2003-8/31/2008 (CoPI: **Sheridan**)

Pending:

CAES-INL: Development of Lignocellulosic Ethanol Production Potential in Idaho. \$90,000. (CoPI: **Magnuson**).

NSF: Environmental Adaptations of Extremophilic Enzymes \$590,510 (PI: **Evilia**)

NIH: Antigenic characterization of *Blastomyces dermatitidis* (R-15) \$178,000 (CoPI: **Scalarone**)

NSF Physics of Living Systems, "Collaborative Research: Determining physiological limits to stress using accelerator-based radiation" \$443,653. (PI: **DeVeaux**; CoPI: **Evilia**)

NASA Astrobiology Institute, "Life in extremis: within and beyond the Solar System" \$5,119,254; (Collaborator: **DeVeaux**)

DoD: Security Solutions from Life in Extreme Environments Center (SSLEEC) \$6,000,000. (PI: **DeVeaux**, CoPIs: **Evilia, Sheridan, Shields**)

NSF: GSTEP: Genomic Sequencing Training and Education Program \$682,160 (PI: **Sheridan**; CoPIs: **DeVeaux, Evilia, Shields**).

DoD: Small Accelerators and Detection Systems for Homeland Defense and National Security Applications. 2008-2010, \$1,600,000 (CoPI: **DeVeaux**)

Faculty Members in Microbiology, Research Areas and Recent Publications:**Linda C. DeVeaux****Associate Professor, Department of Biological Sciences**

Responses of microorganisms to extremely high doses of ionizing radiation. General stress response mechanisms in bacteria and archaea. Adaptation to extreme conditions. (17-21, 43)

Caryn M. Evilia**Assistant Professor, Department of Chemistry**

Protein Structure and Function, Nucleic Acid Structure and Function, Protein Adaptation to Extreme Environments, Nucleic acid adaptation to Extreme Environments. (11-13, 22, 23, 33, 37)

Yongsheng Ma**Assistant Professor, Department of Biological Sciences**

Gene regulation in both eukaryotic and prokaryotic systems; specifically, localization of gene promoters, identification of requisite transcription factors, and elucidation of the mechanisms through which gene expression is regulated. (3, 8, 9, 29, 32, 38-40, 57)

Timothy S. Magnuson**Associate Professor, Department of Biological Sciences**

Biochemistry, Physiology, and Genomics of Metal- and Mineral-Transforming Microbes; Bioenergy and Biofuels; Microbial Ecophysiology of Extreme Environments; Development of New Methods in Microbial Ecology (7, 15, 16, 24, 31, 34, 36, 41)

Gene M. Scalarone**Professor, Department of Biological Sciences**

Studies on fungal immunology: Production and evaluation of antigenic reagents , including purification and characterization of the immunoreactive components of the systemic fungal organisms. Development of improved immunoassays for the clinical diagnosis of blastomycosis (ELISA methods plus studies on delayed dermal hypersensitivity). Comparative studies on isolates of *Blastomyces dermatitidis* from various geographical regions of the United States and other countries. (1, 2, 4-6, 10, 46, 48, 54, 55)

Peter P. Sheridan**Associate Professor, Department of Biological Sciences**

Evolution of Protein Structure and Function, Molecular Biology of Adaptation to Extreme Environments, Biogeochemistry of Novel Prokaryotic Isolates, Microbial Molecular

Biology, Microbial Diversity and Evolution of Prokaryotes, Detection of Microorganisms in the Environment, Emerging Infectious Diseases.
(14, 25-27, 30, 35, 42, 44, 45, 49-53, 56)

Malcolm S. Shields

Associate Professor, Department of Biological Sciences

The evolution, diversity and environmental role of bacterial toxins; bacterial generation of electricity in Microbial Fuel Cells; ultrasonic and ultraviolet treatment methods for water disinfection systems; construction and delivery systems for fish genetic-vaccine vectors; the role of gene products in the developmental cycle of *Dictyostelium* using RNAi and genetic knockout, monitoring methods for DNA from environmental and low concentration samples
(26, 28, 35, 47, 56)

Vern D. Winston

Professor, Department of Biological Sciences

Evolution of fish viruses
(33)

Recent Publications, 2000-Present

1. **Abuodeh, R. O., E. M. Chester, and G. M. Scalarone.** 2004. Comparative serological evaluation of 10 *Blastomyces dermatitidis* yeast phase lysate antigens from different sources. *Mycoses* **47**:143-9.
2. **Abuodeh, R. O., J. N. Galgiani, and G. M. Scalarone.** 2002. Molecular approaches to the study of *Coccidioides immitis*. *Int J Med Microbiol* **292**:373-80.
3. **Aldape, M. J., A. E. Bryant, Y. Ma, and D. L. Stevens.** 2007. The leukemoid reaction in *Clostridium sordellii* infection: neuraminidase induction of promyelocytic cell proliferation. *J Infect Dis* **195**:1838-45.
4. **Axtell, R. C., and G. M. Scalarone.** 2002. Serological differences in three *Blastomyces dermatitidis* strains. *Mycoses* **45**:437-42.
5. **Axtell, R. C., and G. M. Scalarone.** 2002. Serological differences in two *Blastomyces dermatitidis* isolates from different geographical regions of North America. *Mycopathologia* **153**:141-4.
6. **Bono, J. L., B. Jaber, M. A. Fisher, R. O. Abuodeh, E. O'Leary-Jepson, G. M. Scalarone, and L. H. Smith, Jr.** 2001. Genetic diversity and transcriptional analysis of the *bys1* gene from *Blastomyces dermatitidis*. *Mycopathologia* **152**:113-23.
7. **Briggs, B., T. Mitton, R. Smith, and T. S. Magnuson.** 2008. Using sediment batteries to demonstrate cellular respiration. *Amer. Biol. Teacher* **in press**.
8. **Bryant, A. E., Y. Ma, S. M. Hayes-Schroer, C. R. Bayer, and D. L. Stevens.** Group A streptococcus elicits C-C chemokine gene expression in human skeletal muscle cells. *Infect. Immun.* **Submitted**.

9. **Bryant, A. E., Y. Ma, D. B. Salmi, S. M. Hayes-Schroer, E. McIndoo, M. J. Aldape, and D. L. Stevens.** 2008. Regulation of the bi-cistronic genes *speB/prsA* and *nga/slo* in *Streptococcus pyogenes* by a novel locus (*vfer*). *J Bacteriol* in press.
10. **Chester, E. M., R. C. Axtell, and G. M. Scalarone.** 2003. *Blastomyces dermatitidis* lysate antigens: antibody detection in serial serum specimens from dogs with blastomycosis. *Mycopathologia* **156**:289-94.
11. **Christian, T., C. Evilia, and Y. M. Hou.** 2006. Catalysis by the second class of tRNA(m1G37) methyl transferase requires a conserved proline. *Biochemistry* **45**:7463-73.
12. **Christian, T., C. Evilia, S. Williams, and Y. M. Hou.** 2004. Distinct origins of tRNA(m1G37) methyltransferase. *J Mol Biol* **339**:707-19.
13. **Christian, T., R. S. Lipman, C. Evilia, and Y. M. Hou.** 2000. Alternative design of a tRNA core for aminoacylation. *J Mol Biol* **303**:503-14.
14. **Coker, J. A., P. P. Sheridan, J. Loveland-Curtze, K. R. Gutshall, A. J. Auman, and J. E. Brenchley.** 2003. Biochemical characterization of a beta-galactosidase with a low temperature optimum obtained from an Antarctic arthrobacter isolate. *J Bacteriol* **185**:5473-82.
15. **Connon, S. A., A. K. Koski, A. L. Neal, S. A. Wood, and T. S. Magnuson.** 2008. Ecophysiology and geochemistry of microbial arsenic oxidation within a high arsenic, circumneutral hot spring system of the Alvord Desert. *FEMS Microbiol Ecol* **64**:117-28.
16. **Cummings, D. E., S. Fendorf, N. Singh, R. K. Sani, B. M. Peyton, and T. S. Magnuson.** 2007. Reduction of Cr(VI) under acidic conditions by the facultative Fe(III)-reducing bacterium *Acidiphilium cryptum*. *Environ Sci Technol* **41**:146-52.
17. **DeVeaux, L. C.** 2008. Radiation-Induced Bystander Effects, p. 323-344. *In* W.-Y. Tan and L. Hanin (ed.), *Handbook of Cancer Models with Applications*, vol. 9. World Scientific Publishing Co., Singapore.
18. **DeVeaux, L. C., L. S. Durtschi, J. G. Case, and D. P. Wells.** 2006. Bystander effects in unicellular organisms. *Mutat Res* **597**:78-86.
19. **DeVeaux, L. C., J. A. Muller, J. Smith, J. Petrisko, D. P. Wells, and S. DasSarma.** 2007. Extremely Radiation-Resistant Mutants of a Halophilic Archaeon with Increased Single-Stranded DNA-Binding Protein (RPA) Gene Expression. *Radiat Res* **168**:507-14.
20. **DeVeaux, L. C., J. R. Smith, S. Hobdey, E. C. Spindler, D. P. Wells, C. Frandsen, T. Webb, M. A. Mestari, and W. Beezhold.** 2007. Effect of Electron Beam Dose Rate on Microbial Survival. *Proceedings of the Eighth International Topical Meeting on Nuclear Applications and Utilization of Accelerators*:388-393.
21. **DeVeaux, L. C., D. P. Wells, A. Hunt, T. Webb, W. Beezhold, and J. F. Harmon.** 2006. Accelerator-based radiation sources for next-generation radiobiological research. *Nuclear Instruments & Methods in Physics Research section A* **562**:981-984.
22. **Evilia, C., and Y. M. Hou.** 2006. Acquisition of an insertion peptide for efficient aminoacylation by a halophile tRNA synthetase. *Biochemistry* **45**:6835-45.
23. **Evilia, C., X. Ming, S. DasSarma, and Y. M. Hou.** 2003. Aminoacylation of an unusual tRNA(Cys) from an extreme halophile. *Rna* **9**:794-801.
24. **Ferris, M. J., T. S. Magnuson, J. A. Fagg, R. Thar, M. Kuhl, K. B. Sheehan, and J. M. Henson.** 2003. Microbially mediated sulphide production in a thermal, acidic algal mat community in Yellowstone National Park. *Environ Microbiol* **5**:954-60.
25. **Germينو, M. J., N. J. Hasselquist, T. McGonigle, W. K. Smith, and P. P. Sheridan.** 2006. Colonization of conifer seedling roots by fungal mycelium in an alpine-treeline ecotone: Relationships to microsite, developmental stage, and ecophysiology of seedlings. *Canadian Journal of Forest Research* **36**:901-909.
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30. **Horton, R. N., W. A. Apel, V. S. Thompson, and P. P. Sheridan.** 2006. Low temperature reduction of hexavalent chromium by a microbial enrichment consortium and a novel strain of *Arthrobacter aurescens*. *BMC Microbiol* **6**:5.
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33. **LaPatra, S. E., C. Evilia, and V. Winston.** 2008. Positively selected sites on the surface glycoprotein (G) of infectious hematopoietic necrosis virus. *J Gen Virol* **89**:703-8.
34. **Ledbetter, R. N., S. A. Connon, A. L. Neal, A. Dohnalkova, and T. S. Magnuson.** 2007. Biogenic mineral production by a novel arsenic-metabolizing thermophilic bacterium from the Alvord Basin, Oregon. *Appl Environ Microbiol* **73**:5928-36.
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36. **Lee, M. H., J. L. Keams, D. W. Helzer, O. P. Leiser, M. A. Ochoa, S. A. Connon, and T. S. Magnuson.** 2007. Characterization of viral and prokaryotic communities in Alvord Desert Hot Springs, Oregon. *Aqua. Microb. Ecol.* **48**:19-26.
37. **Lipman, R. S., J. Chen, C. Evilia, O. Vitseva, and Y. M. Hou.** 2003. Association of an aminoacyl-tRNA synthetase with a putative metabolic protein in archaea. *Biochemistry* **42**:7487-96.
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39. **Ma, Y., A. E. Bryant, and D. L. Stevens.** Chloride down-regulates GAS *ropB* expression. **in preparation.**
40. **Ma, Y., A. E. Bryant, and D. L. Stevens.** Cloning and Characterization of a novel gene *vfr* from GAS. **in preparation.**
41. **Magnuson, T. S., A. L. Neal, and G. G. Geesey.** 2004. Combining in situ reverse transcriptase polymerase chain reaction, optical microscopy, and X-ray photoelectron spectroscopy to investigate mineral surface-associated microbial activities. *Microb Ecol* **48**:578-88.
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43. **Petrisko, J. E., S. Hobdey, B. Pierson, J. Downey, L. C. DeVaux, and J. Battista.** 2008. Persistence as a survival mechanism in *Deinococcus radiodurans*. **in preparation.**
44. **Petrisko, J. E., C. A. Pearl, D. S. Pilliod, P. P. Sheridan, C. F. Williams, C. R. Peterson, and R. B. Bury.** 2008. Saprolegniaceae identified on amphibian eggs throughout the Pacific

- Northwest, USA, by internal transcribed spacer sequences and phylogenetic analysis. *Mycologia* **100**:171-80.
45. **Reed, D. W., Y. Fujita, M. E. Delwiche, D. B. Blackwelder, P. P. Sheridan, T. Uchida, and F. S. Colwell.** 2002. Microbial communities from methane hydrate-bearing deep marine sediments in a forearc basin. *Appl Environ Microbiol* **68**:3759-70.
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 48. **Sestero, C. M., and G. M. Scalarone.** 2006. Detection of IgG and IgM in sera from canines with blastomycosis using eight *blastomyces dermatitidis* yeast phase lysate antigens. *Mycopathologia* **162**:33-7.
 49. **Sheridan, P. P., and J. E. Brenchley.** 2000. Characterization of a salt-tolerant family 42 beta-galactosidase from a psychrophilic antarctic *Planococcus* isolate. *Appl Environ Microbiol* **66**:2438-44.
 50. **Sheridan, P. P., J. Loveland-Curtze, V. I. Miteva, and J. E. Brenchley.** 2003. Isolation and Characterization of *Rhodoglobus vestalii* gen. nov., sp. nov., a novel psychrophilic organisms isolated from an Antarctic Dry Valley Lake. *Int. J. Syst. Evol. Microbiol.* **53**:985-994.
 51. **Sheridan, P. P., J. Loveland-Curtze, V. I. Miteva, and J. E. Brenchley.** 2003. *Rhodoglobus vestalii* gen. nov., sp. nov., a novel psychrophilic organism isolated from an Antarctic Dry Valley lake. *Int J Syst Evol Microbiol* **53**:985-94.
 52. **Sheridan, P. P., V. I. Miteva, and J. E. Brenchley.** 2003. Phylogenetic analysis of anaerobic psychrophilic enrichment cultures obtained from a greenland glacier ice core. *Appl Environ Microbiol* **69**:2153-60.
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 54. **Shurley, J. F., A. M. Legendre, and G. M. Scalarone.** 2005. *Blastomyces dermatitidis* antigen detection in urine specimens from dogs with blastomycosis using a competitive binding inhibition ELISA. *Mycopathologia* **160**:137-42.
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UNIVERSITY OF IDAHO

SUBJECT

Change to the Constitution of the University Faculty.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III. C. Institutional Governance, Subsection 2. Faculty Governance.

University of Idaho Faculty Staff Handbook Section 1520 – Constitution of the University Faculty.

BACKGROUND/DISCUSSION

The faculty of the University of Idaho approved amendments to the Faculty Constitution at their meeting held April 19, 2009. Article VII of the Faculty Constitution states that amendments are subject to review and approval by the President and the Regents. Section III.C.2. of the Board Governing Policies and Procedures states that the faculty constitution is subject to approval by the Chief Executive Officer and the Board.

The changes to the faculty constitution presented to the Regents for approval are summarized as follows:

1. Change the name of the Faculty Council to Faculty Senate.
2. To provide faculty located outside of the university's Moscow campus with representatives in the Faculty Senate
3. Revise the quorum requirements for meetings of the general faculty from one-sixth to one-eighth of the membership of the university faculty.
4. To allow faculty across the state to vote at and participate in general faculty meetings through audio and visual aids between the Moscow campus and faculty venues at university centers and other venues across the state.

The changes enhance the participation of faculty in the university's shared governance model and recognize the statewide presence of the university.

IMPACT

The university already utilizes streaming video and other communications assets at existing centers in Boise, Coeur d' Alene, and Idaho Falls. Other sites may require some investment in equipment but this will likely occur as part of the university's expansion of its capabilities in this area for general university purposes.

ATTACHMENTS

Attachment 1 – Redline showing Faculty Council name change and Center representation

Page 3

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

Attachment 2 – Redline showing quorum change
and statewide faculty meetings.

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STAFF COMMENTS AND RECOMMENDATIONS

IRSA and Board staff recommend approval of the amendments to the Constitution of the UI faculty as presented.

BOARD ACTION

A motion to approve the revisions to the Constitution of the Faculty of the University of Idaho as set forth in the materials presented to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

UI FACULTY-STAFF HANDBOOK

CHAPTER ONE:

HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

2006 (editorial)

1520

CONSTITUTION OF THE UNIVERSITY FACULTY

NOTE: *When the university was young, the faculty's business could be transacted quite satisfactorily in general meetings and through presidential committees. After the mid-20th century, however, the need for a representative form of government became obvious. Shortly after assuming the presidency in 1965, Ernest W. Hartung expressed great confidence in the faculty and urged it to assume the responsibilities entrusted to it by the territorial legislature and the state constitution [see 1120 A-3]. Accordingly, the Interim Committee of the Faculty, a body that performed limited academic functions for a time, recommended the establishment of a council having responsibilities and authority essentially as set forth in this constitution. The university faculty adopted the Interim Committee's recommendation on October 20, 1966, the regents approved it on November 18, 1966, and elections were held in the several colleges. The first Faculty ~~Council~~Senate assembled on February 23, 1967, with Professor Thomas R. Walenta (law) as chair; during the ensuing year, the ~~council~~senate developed a proposed constitution of the university faculty. The document was amended and approved by the university faculty on March 20, 1968, and, with President Hartung's support, was ratified with minor amendments by the regents on September 5, 1968. The last major revision took place in 1986. The text printed here includes all amendments to date (see also 1420 A-1-c). Unless otherwise noted, the text is of 1996. For more information, contact the Office of the Faculty Secretary (208-885-6151). [ed. 7-00]*

CONTENTS:

Preamble

Article I. General Provisions

Article II. Faculty Classifications

Article III. Faculty Meetings

Article IV. Responsibilities of the University Faculty

Article V. Faculty ~~Council~~Senate

Article VI. Rules of Order

Article VII. Amendments

PREAMBLE. The faculty of the University of Idaho, designated "university faculty," as defined in article II, section 1, in acknowledgement of the responsibilities entrusted to it for the immediate government of the university by article IX, section 10, of the constitution of the state of Idaho, has adopted and declared this constitution to be the basic document under which to discharge its responsibilities.

ARTICLE I--GENERAL PROVISIONS.

Section 1. Regents. The regents are vested by article IX, section 10, of the constitution of the state of Idaho with all powers necessary or convenient to govern the university in all its aspects. The regents are the authority for actions of the university faculty, and policy actions taken by the university faculty are subject to review and approval by the president and by the regents. [See 1120 A-2 and 1220 A-1.]

Section 2. President. The president of the university is both a member of and the president of the university faculty and is also the president of the other faculties referred to in section 4, below, and in article II. The president is the representative of the regents, the institution's chief executive officer, and the official leader and voice of the university. [See also 1420 A.] [ed. 7-00]

Section 3. Faculty ~~Council~~Senate. This ~~council~~senate is empowered to act for the university faculty in all matters pertaining to the immediate government of the university. The ~~council~~senate is responsible to and reports to the university faculty and, through the president, to the regents. The university faculty, president, and regents retain the authority to review policy actions taken by the ~~council~~senate. [See III-3, V, and 1420 A-1-c.] [ed. 7-00]

UI FACULTY-STAFF HANDBOOK

Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

Section 1520: Constitution of the University Faculty
2006 (editorial)

Section 4. Constituent Faculties. The university faculty is composed of various constituent faculties, including the faculties of the several colleges and other units of the university.

Clause A. College Faculties. The constituent faculty of each college or similar unit, meeting regularly and in accordance with bylaws adopted by a majority vote of the members of such faculty, is authorized to establish and to effect its own educational objectives, including matters of student admission and curriculum, and to participate in the selection of its own dean, other executive officers, and faculty members, subject only to the general rules and regulations of the university faculty and the authority of the president and the regents.

Clause B. Faculties of Subdivisions. If there are schools, intracollege divisions, departments, or separate disciplines within a college or similar unit, the constituent faculty of each such subdivision participates in decisions concerning its educational objectives, including matters of student admission and curriculum, the selection of its executive officers, and its faculty appointments, subject only to the general rules and regulations of the college faculty and the university faculty and the authority of the president and the regents.

Clause C. Interim Government. The Faculty ~~Council~~Senate will provide for the establishment of bylaws for any college or similar unit that has not adopted its own bylaws.

Clause D. Matters of Mutual Concern. The Faculty ~~Council~~Senate has the responsibility for resolving academic matters that concern more than one college or similar unit.

ARTICLE II--FACULTY CLASSIFICATIONS.

Section 1. University Faculty. The university faculty is constituted of the president, provost, vice presidents, deans, professors, associate professors, assistant professors, senior instructors, instructors (including those professors, associate professors, assistant professors, senior instructors, and instructors whose titles have distinguished, research, extension, or visiting designations, e.g., “assistant research professor” and “visiting associate professor”), and lecturers who have served at least four semesters on more than half-time appointment [see 1565 K-1]. Those who qualify under this section have the privilege of participation with vote in meetings of the university faculty and the appropriate constituent faculties. [ed. 7-99, rev. 7-01]

Section 2. Emeriti. Faculty members emeriti have the privilege of participation without vote in meetings of the university faculty and the appropriate constituent and associated faculties. Also, they may be appointed to serve with vote on UI committees. [See also 1565 H.] [ed. 7-00]

Section 3. Associated Faculties.

Clause A. The adjunct faculty [see 1565 I] and the affiliate faculty [see 1565 J] are associated faculties. Other associated faculties may be established as needed with the approval of the university faculty, president, and regents. [ed. 7-00]

Clause B. Members of associated faculties have the privilege of participation without vote in meetings of the university faculty. They have the privilege of participation with vote in meetings of their associated faculties and on faculty committees. When the bylaws of the constituent faculty concerned so provide, members of the associated faculties have the privilege of participation with vote in meetings of their respective constituencies of the university faculty; however, when they are authorized to vote, they are not counted among the full-time-equivalent faculty members when determining the basis for the constituent faculty’s representation on the Faculty ~~Council~~Senate.

Section 4. General Faculty. “General faculty” is a collective description for the combined faculties referred to in sections 1, 2, and 3, above.

UI FACULTY-STAFF HANDBOOK

Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

Section 1520: Constitution of the University Faculty
2006 (editorial)**ARTICLE III--FACULTY MEETINGS.**

Section 1. Meetings. The university faculty meets at least once each semester. Meetings of the university faculty may be called at any time, with due notice, by the president. Meetings of the university faculty must be called with due notice by the president on the request of the Faculty ~~Council~~Senate or on the written petition of 25 members of the university faculty. The president, or a member of the university faculty designated by the president, presides at meetings of the university faculty.

Section 2. Secretary. The president appoints the secretary of the faculty from among the tenured members of the university faculty [see 1570]. The secretary is responsible for recording and distributing the minutes and performs such other duties as may be assigned by the president or the university faculty.

Section 3. Quorum. A quorum consists of one-sixth of the membership of the university faculty, as defined in article II, section 1, who are assigned to the Moscow campus. If there is not a quorum at a faculty meeting, Faculty ~~Council~~Senate actions reported in the agenda for that meeting have faculty approval and are forwarded to the president and regents. [rev. 7-97]

Section 4. Agenda. An agenda listing all subjects to be voted on, other than routine matters, must be issued to all members of the university faculty at least one week in advance of each meeting of the university faculty, except as provided in clause E. Faculty ~~Council~~Senate actions that require approval by the university faculty must be published in full in the agenda. [See also 1420 A-1-c.] [ed. 7-00]

Clause A. Responsibility. The president is responsible for the agenda and it is issued under the president's direction.

Clause B. Agenda Items from Individual Members. Individual members who wish to suggest items for the agenda are to submit them to the president. No items may be considered under this clause that are presented to the president less than 12 calendar days before the meeting.

Clause C. Resolutions Requiring Action. Ten or more members of the university faculty desiring to submit a resolution that requires action at the next meeting are to submit the signed resolution to the president at least twelve calendar days before the meeting. Such resolutions must be published in full with, and included in, the agenda. [But see 1540 B.] [ed. 7-00]

Clause D. Proposed Changes of Written Policies or Regulations. Any proposed change in a written policy or regulation of the university to be voted on by the university faculty must be published in full in the agenda, or final action on the proposal must be delayed until the next meeting. This provision can be waived only by unanimous consent.

Clause E. Agenda for Emergency Meetings. If circumstances require an emergency meeting of the university faculty, the president declares the emergency and calls the meeting. In such circumstances the agenda may be limited to items approved by the president and must be published not less than three calendar days before the meeting. Policy actions taken at emergency meetings require an approving vote of two-thirds of the members of the university faculty in attendance at the meeting, a quorum being present. This constitution cannot be amended at an emergency meeting.

ARTICLE IV--RESPONSIBILITIES OF THE UNIVERSITY FACULTY. Subject to the authority of the president and the general supervision and ultimate authority of the regents, the university faculty accepts its responsibilities for the immediate government of the university, including, but not restricted to:

Section 1. Standards for Admission. The university faculty establishes minimum standards for admission to the university. Supplementary standards for admission to individual colleges or other units of the university that are recommended by the appropriate constituent faculties are subject to approval by the university faculty.

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Section 2. Academic Standards. The university faculty establishes minimum academic standards to be maintained by all students in the university. Supplementary academic standards to be maintained by students in individual colleges or other units of the university that are recommended by the appropriate constituent faculties are subject to approval by the university faculty. [See I-4-D.]

Section 3. Courses, Curricula, Graduation Requirements, and Degrees. Courses of instruction, curricula, and degrees to be offered in, and the requirements for graduation from, the individual colleges or other units of the university, as recommended by the appropriate constituent faculties, are subject to approval by the university faculty. [See I-4-D.]

Section 4. Scholarships, Honors, Awards, and Financial Aid. The university faculty recommends general principles in accordance with which privileges such as scholarships, honors, awards, and financial aid are accepted and allocated. The university faculty may review the standards recommended by the individual constituent faculties for the acceptance and allocation of such privileges at the college or departmental levels.

Section 5. Conduct of Students. The faculty's responsibility for approving student disciplinary regulations and the rights guaranteed to students during disciplinary hearings and proceedings are as provided in the "Statement of Student Rights," the "Student Code of Conduct," and the "Student Judicial System." [See 2200, 2300, and 2400.]

Section 6. Student Participation. The university faculty provides an opportunity for students of the university to be heard in all matters pertaining to their welfare as students. To this end, the students are entrusted with their own student government organization and are represented on the Faculty ~~Council~~Senate. If students so desire, they are represented on faculty committees that deal with matters affecting them.

Section 7. Selection of Officers. The university faculty assists the regents in the selection of the president and assists the president in the selection of the provost, vice presidents and other administrative officers of the university.

Section 8. Governance of Colleges and Subdivisions. The university faculty promulgates general standards to guarantee the right of faculty members to participate in the meetings of the appropriate constituent faculties and in the governance of their colleges, schools, intracollege divisions, departments, and other units of the university. [See 15~~4~~20 A.]

Section 9. Faculty Welfare. The university faculty recommends general policies and procedures concerning the welfare of faculty members, including, but not limited to, appointment, reappointment, nonreappointment, academic freedom, tenure, working conditions, promotions, salaries, leaves, fringe benefits, periodic evaluations, performance reviews, reassignment, layoff, and dismissal or termination.

Section 10. The Budget. Members of the university faculty participate in budgetary deliberations, and it is expected that the president will seek faculty advice and counsel on budgetary priorities that could significantly affect existing units of the university. [See 1640.20, University Budget and Finance Committee.] *[ed. 7-05]*

Section 11. Committee Structure. The university faculty, through the medium of its Faculty ~~Council~~Senate, establishes and maintains all university-wide and interdivisional standing and special committees, subcommittees, councils, boards, and similar bodies necessary to the immediate government of the university and provides for the appointment or election of members of such bodies. This section does not apply to *ad hoc* advisory committees appointed by the president or committees made up primarily of administrators. [See 1620 and 1640 (*ed. 7-97*).]

Section 12. Organization of the University. The university faculty advises and assists the president and the regents in establishing, reorganizing, or discontinuing major academic and administrative units of the university, such as colleges, schools, intracollege divisions, departments, and similar functional organizations.

Section 13. Bylaws of the Faculty ~~Council~~Senate. The bylaws under which the Faculty ~~Council~~Senate discharges

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its responsibilities as the representative body of the university faculty are subject to review and approval by the university faculty. [See 1580.]

ARTICLE V--FACULTY ~~COUNCIL~~SENATE.

Section 1. Function. The Faculty ~~Council~~Senate functions as provided in this constitution and in accordance with its bylaws as approved by the university faculty. [See I-3 and 1580.]

Section 2. Structure. The ~~council-senate~~ is constituted as follows:

Clause A. Elected Members. [ed. 7-00]

(1) College Faculties. The faculty of each college, except the College of Graduate Studies, elects one ~~representative-senator~~ for each 50, or major fraction thereof, full-time-equivalent faculty members in the college, provided, however, that each college faculty elects at least one ~~representativesenator~~. If, because of a reduction in the membership of a college faculty, there is to be a corresponding reduction in the college's representation ~~on-in~~ the ~~council-senate~~, the reduction does not take place until the expiration of the term of office of an elected ~~representativesenator~~ from the college.

(2) University Centers. The resident faculty of the university centers in Boise, Coeur D'Alene and Idaho Falls each elects one senator from among its number. Those senators shall have the right to participate and vote in faculty senate meetings by means of telephone or other appropriate technology.

(23) Faculty-at-Large. Members of the university faculty who are not affiliated with a college faculty constitute the faculty-at-large, and this constituent faculty, in accordance with procedures adopted by the faculty-at-large, elects ~~representatives-senators~~ to serve with vote ~~on-in~~ the ~~council-senate~~ on the same basis as provided above for college faculties. [See 1566.]

(34) Dean. The academic deans elect one of their number to serve with vote ~~on-in~~ the ~~council-senate~~.

(45) Staff. The representative body of the university staff elects one employee who does not have faculty status to serve with vote ~~on-in~~ the ~~council-senate~~.

(56) Students. Two undergraduate students and one graduate student serve as voting members of the ~~council-senate~~, and the ~~council-senate~~ provides regulations governing the qualifications, terms of office, and election of student members, and procedures for filling vacancies in the student membership. [See 1580 VI.]

Clause B. Members *Ex Officiis*. The president or the president's designated representative and the secretary of the faculty are members *ex officii*s of the ~~council-senate~~, with voice but without vote.

Section 3. Officers. Each year the ~~council-senate~~ elects a chair and a vice chair from among the elected faculty members of the ~~council-senate~~. Also, each year a secretary is appointed by the chair, subject to confirmation by the ~~council-senate~~, from among the members of the ~~council-senate~~ or from the membership of the university faculty. The appointment of a person who is not a member of the ~~council-senate~~ to serve as secretary does not carry with it membership on the ~~council-senate~~.

Section 4. Terms of Office. Elected faculty members of the ~~council-senate~~ serve for three years. The academic dean and the staff representative serve for one year. The terms of office for student members are as established by the ~~council-senate~~. [See 1580 VI.] Newly elected members take office each year on September 1 or on the official opening date of the academic year, whichever is earlier. To carry out the requirement that approximately one-third of the elected faculty members are to take office each year, the ~~council-senate~~ may shorten the initial term of office of faculty ~~representativesenators~~ elected to fill new positions ~~on-in~~ the ~~council-senate~~ to conform to a balanced rotation plan. When members are elected to fill a vacancy, they take office at the first meeting after the election and serve for

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the unexpired term of the vacancy. No elected faculty member of the ~~council~~senate may serve an immediately ensuing term [but see 1580 III-3].

Section 5. Eligibility. Every member of the university faculty is eligible to vote for members of the ~~council~~senate representing his or her college or other unit. Every member of the university faculty is eligible to serve as an elected member of the Faculty ~~Council~~Senate and to hold an elective or appointive office ~~on-in~~ the ~~council~~senate.

Section 6. Elections. Regular elections for ~~representatives-senators~~ on the ~~council~~senate are held before April 15 of each year in which an election is to be held. All elections for members of the ~~council~~senate are by secret ballot. Appropriate procedures for nominations and elections are developed and approved by a majority vote of the faculty of the college or other unit.

Section 7. Vacancies.

Clause A. If it is necessary for a member of the ~~council~~senate to be absent temporarily (more than a month, but less than four months), the candidate who received the next highest number of votes in the most recent election in the college or unit acts as his or her alternate ~~on-in~~ the ~~council~~senate with full vote. If it is necessary for a member to be absent for more than four months, but less than one year, a special election is held to fill the temporary vacancy. When the ~~council~~senate member returns, he or she resumes the position ~~on-in~~ the ~~council~~senate. If it is necessary for a member to be absent for more than one year, or if the member is unable to complete the term of office for any reason, a special election is held to fill the unexpired term. [See 1580 VI for procedures covering student vacancies.]

Clause B. The chair of the Faculty ~~Council~~Senate must declare a position vacant if a member is absent from three consecutive meetings unless the member has informed the chair of the ~~council~~senate in writing that he or she intends to participate fully in the activities of the ~~council~~senate in the future. When a position is declared vacant, the chair must notify the constituency concerned.

Section 8. Recall. The recall of a member of the ~~council~~senate may be initiated by a petition bearing the signatures of at least 10 percent, or five members, whichever is greater, of the membership of the particular constituency represented. The petition must be delivered to the chair of the ~~council~~senate. On the receipt of a valid petition, the chair calls a meeting of the faculty of the college or other unit and appoints a chair. Charges against the member are presented in writing and the member is given adequate opportunity for his or her defense. A two-thirds majority vote by secret ballot of the members of the college or other unit present at the meeting is necessary for recall, providing the members present constitute a quorum as defined in the bylaws of the college or other unit. In the event that the vote is to recall the ~~representative~~senator, the member may appeal the case to the ~~council~~senate within 10 days. If the case is appealed and the ~~council~~senate affirms the recall, or if the recall stands for 10 days without appeal, the members of the college or other unit elect another ~~representative~~senator. Regular procedures are followed in replacing the recalled person, except that the chair of the ~~council~~senate appoints the chair of the election committee of the college or other unit. During the interval between recall and the election of a replacement, the candidate who received the next highest number of votes in the most recent election acts as the alternate ~~on-in~~ the ~~council~~senate with full vote.

ARTICLE VI--RULES OF ORDER. The rules contained in *Robert's Rules of Order Newly Revised* govern all meetings of the university faculty, other faculties, the Faculty ~~Council~~Senate, and faculty committees in all cases to which they are applicable and in which they are not in conflict with this constitution, regents' policies, or any bylaws or rules adopted by any of those bodies for the conduct of their respective meetings. An action taken by the university faculty, a constituent or associated faculty, the Faculty ~~Council~~Senate, or a faculty committee that conflicts with a previous action by that body takes precedence and, in effect, amends, in part or in full, the previous action.

ARTICLE VII--AMENDMENTS. This constitution may be amended by a two-thirds affirmative vote of the members of the university faculty, as defined in article II, section 1, in attendance at a regular meeting, a quorum being present. Proposed amendments must have been published in full in the agenda at least one week before the meeting or presented

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in writing at a meeting previous to the one at which the vote is to be taken. Amendments to this constitution are subject to review and approval by the president and by the regents.

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FSH 1520 – Proposed revision to meeting procedure – voting faculty who are physically present or attending via compressed video / webcast.

ARTICLE III--FACULTY MEETINGS.

Section 1. Meetings. The university faculty meets at least once each semester. Meetings of the university faculty may be called at any time, with due notice, by the president. Meetings of the university faculty must be called with due notice by the president on the request of the Faculty Council or on the written petition of 25 members of the university faculty. The president, or a member of the university faculty designated by the president, presides at meetings of the university faculty.

Clause A. Venue. Faculty may participate and vote in meetings by being physically present at the designated venue on the Moscow campus, or by being physically present at another designated venue in the state that is connected via electronic video and audio link as outlined in Clause B. Venues will be designated annually by faculty council as described in 1540 A-1.

Clause B. Participation. To be eligible for meeting participation, venues remote from the Moscow campus must be linked to the Moscow venue via compressed video link or other electronic means that conveys audio and visual signals in both directions between Moscow and the remote venue. In addition, an authorized delegate of the Secretary of the Faculty must be present at each site to facilitate meeting participation and counting and reporting of votes (see Section 3, Clause C, Secretary's Delegates at remote sites).

Section 2. Secretary. The president appoints the secretary of the faculty from among the tenured members of the university faculty [see 1570]. The secretary is responsible for recording and distributing the minutes, tallying and recording of votes, and performs such other duties as may be assigned by the president or the university faculty.

Section 3. Quorum, Recognition of Speakers, Recording of Votes and Delegates.

Clause A. Quorum. A quorum consists of one-~~sixth~~ eighth of the membership of the university faculty, as defined in article II, section 1,

~~who are assigned to the Moscow campus.~~ If there is not a quorum at a faculty meeting, Faculty Council actions reported in the agenda for that meeting have faculty approval and are forwarded to the president and regents. *[rev. 7-97]*.

Clause B. Recognition of Speakers. Participants wishing to speak at the Moscow site or at remote sites will be recognized by the presiding officer in Moscow and may obtain the floor with his/her approval.

Clause C. Recording of Votes. In determining the outcome of motions, the secretary will determine the number of votes for or against. The Secretary's Delegate at each electronically linked site will convey votes for and against to the Secretary (see FSH 1540 A).

Clause D. Secretary's Delegates. Delegates at remote sites shall be members of the University Multi-Campus Communications Committee appointed by the Committee on Committees as outlined in 1640.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

SUBJECT

Approval of Higher Education Research Council (HERC) FY10 Budget

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W.3., Higher Education Research Council Policy
Senate Bill No. 1207 Appropriations – College and Universities - System-wide Programs

BACKGROUND/DISCUSSION

The State Board of Education was appropriated \$1,341,000 for FY 2010 through the colleges and universities appropriation to be used for the mission and goals of the Higher Education Research Council (HERC). This amount represents a decrease from the traditional appropriation of \$1,440,000 in previous years.

The Board office provided HERC with a proposed allocation of funds for FY 2010, which included a reduction to the Matching Funds and Research Center Grant program budget categories due to the reduction in appropriation this year. HERC has reviewed the budget and forwards their recommendation to disburse the FY 2010 allocation as outlined on page 3.

IMPACT

HERC funding is provided each year by the Legislature as part of the college and university lump-sum appropriation and is to be used for the mission and goals of HERC. Those mission and goals include research activities that will have the most beneficial effect on the quality of education and the economy of the state. The Board allocates funds for research activities to the four-year public institutions (Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College) for the following: Infrastructure, Research Center Grants, and Matching Grant Awards. There is also a line item for Administrative Costs, which covers the expenses for meetings and office supply needs. This line item also covers the administration of HERC grant programs and activities such as the Research Center Grant Competition.

ATTACHMENTS

Attachment 1 – FY10 HERC Budget

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

HERC reviewed and recommended approval of the FY 2010 budget allocation at their April 13, 2009 meeting. Staff recommends approval of the budget as presented.

BOARD ACTION

A motion to approve the FY 2010 HERC Budget Allocation as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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FY 2010 Allocation of HERC Funds

<u>Amount to be Awarded</u>	<u>Proposed Allocation</u>
\$1,341,000	
<hr/>	
Infrastructure Funds	
BSU	\$125,000
ISU	\$125,000
UI	\$200,000
LCSC	\$50,000
Total Infrastructure	\$500,000
<hr/>	
Matching Award Grants	
NSF-EPSCoR (UI)	\$531,000
Total Matching Grants	\$531,000
<hr/>	
Research Centers	
BSU-Musculoskeletal Research Institute	\$297,200
(Final Year of Funding of Three-Year Award)	
Total Research Center	\$297,200
<hr/>	
Administrative Costs	
FY10 Administrative Costs	\$12,800
Total Administrative Costs	\$12,800
<hr/>	
Total Budget / Allocation	\$1,341,000
	\$1,341,000
<hr/>	

NOTES

HERC's budget includes Governor holdback for FY10. Budget was reduced by \$99,000 (plus \$6,000 for RCGP). The Matching funds & Research Center budget categories were reduced by approx 11.5% respectively to make up the shortfall of \$99,000 to HERC's budget.

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

SUBJECT

Idaho Technology Incentive Grant Program FY 2010 Award

APPLICABLE STATUTE, RULE, OR POLICY

Senate Bill No. 1207 Appropriations – College and Universities - System-wide Programs

BACKGROUND/DISCUSSION

The Idaho Technology Incentive Grant (ITIG) program was created in 1997, and has since funded 195 projects at a total of more than \$22.2 million. The Board was appropriated \$1,275,600 from the Legislature for FY10 for purposes of awarding instructional projects specifically designed to foster innovative learning approaches using technology and to promote the Idaho Electronic Campus. This amount represents a decrease from the average appropriation of \$1.4M in previous years.

The funds are designed to promote the creation and use of innovative methods of instruction that:

- focus on integrating technology into the curriculum;
- enhance the rate and quality of student learning;
- enhance faculty productivity; and
- increase access to educational programs.

Funding is awarded by the Board via a Request for Proposals (RFP) and based on the overall merit of the proposals. Proposals are not automatically funded and the total number of projects awarded to each institution is determined by the Idaho Technology Incentive Grant Program Review Committee's evaluation. An allotted amount is recommended for each institution; however, the institutions may not be funded at this level if their submitted proposals fail to meet all the criteria in the RFP and/or if the merit of the project fails to meet intended objectives. Additional or expanded projects may be funded if another institution's proposals fail to show merit or fail to meet the criteria of the RFP.

The proposals are evaluated by the Idaho Technology Incentive Grant Program Review Committee. The committee consists of the following categories:

Two Board members: Milford Terrell, from the Business Affairs and Human Resources (BAHR) Committee and Superintendent Luna's representative, Troy Wheeler; Chief Information Officer; Greg Zickau, representative from the State Information Technology Resource Management Council (ITRMC); and Dale Bower, the Board's Chief Academic Officer.

The committee met on April 29, 2009 and May 15, 2009 to review the proposals and to formulate recommendations to the Board.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

IMPACT

Funding was recommended for 18 projects based on the merit of the applications.

ATTACHMENTS

Attachment 1 – FY10 Idaho Technology Incentive Brochure

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The Evaluation Committee recommends funding the grant projects as follows:

Proposal No.	Institution	Project Title	Dollar Amount Requested
T10-001	BSU	Incorporation of computer modeling into chemistry lecture and laboratory curricula	\$40,540
T10-003	BSU	Improving Faculty Effectiveness: Syncing Student Feedback with Digitized Lecture Performance	\$48,200
T10-004	BSU	Modernizing How We Do Chemistry for the Masses	\$55,700
T10-005	BSU	Integrating video into the curriculum to enhance faculty productivity and student learning	\$80,560
T10-006	BSU	Em-Po WeR-ing Student Success through Video Tutorials	\$47,200
T10-007	BSU	Development of a Bimolecular Immunology Lab Course: Integrating Advanced Technology, Bioinformatics, and 3-D Molecular Visualization	\$104,800
T10-009	ISU	Introductory Physics Lab Videos on the World Wide Web	\$26,800
T10-010	ISU	Mass Communication/Chemistry Podcasts	\$51,400
T10-011	ISU	English and Sociology Course Redesign	\$124,700
T10-015	ISU	University Health High School (UHHS) - Networking and Early College Opportunities in Health Sciences	\$96,300
T10-016	ISU	Bioinformatics: A portal to 21st Century Biology Education	\$68,900
T10-017	LCSC	Integration of QSR Nvivo 8 Software into Research Curriculum	\$3,900
T10-022	LCSC	Assessing & Evaluating Social Work Student Achievement, Field Experience, and Professional Development Using Web-Based Technology	\$5,700
T10-023	LCSC	Lewis-Clark State College (LCSC) Radiographic Science and Nursing C-Arm Surgical Student Training Device	\$123,200
T10-026	UI	VR Biomedical Learning Platforms	\$79,800
T10-028	UI	Hybrid Masters of Music Education	\$78,000
T10-029	UI	Connecting Educators Across Idaho Through Virtual Worlds	\$186,700
T10-039	UI	UI-IF Online Course Content Delivery Program – Developing, Demonstrating, and Integrating Dimensionality to Asynchronous Delivery of Technical Courses	\$53,000

BOARD ACTION

A motion to approve funding of review committee recommended projects under the Idaho Technology Incentive Grant Program for FY2010 totaling \$1,275,600 as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

FY 2010**IDAHO TECHNOLOGY INCENTIVE GRANT PROGRAM FUNDED PROJECTS**

The purpose of the ITIG is: to focus on integrating technology into the curriculum; to enhance the rate and quality of student learning; to enhance faculty productivity; and to increase access to educational programs.

Boise State University Projects**Incorporation of Computer Modeling into Chemistry Lecture and Laboratory Curricula**

Ken Cornell – PI

\$40,540

This project proposes to develop new curricula that use computer 3-D modeling software to study basic and complex features of biochemical molecules (proteins, carbohydrates, etc). In the process, students will be engaged in the topics through hands-on use of the modeling programs. Faculty productivity will improve by revitalizing the instruction of complex biomolecules, and through opportunities to engage in activities that can lead to scholarly output. Ultimately, students will be more competitive in their professional careers because they have better understanding and training in an area of study increasingly fundamental to today's technological age.

Improving Faculty Effectiveness: Syncing Student Feedback with Digitized Lecture Performance

R. Eric Landrum – PI

\$48,200

This project will combine existing technologies for the purpose understanding the detailed and complex issues surrounding faculty lectures to students, and better understand students' simultaneous assessment of the lecture experience. The proposed project will bring together two existing technologies in a unique and innovative approach to (1) create a retrievable database of digitized, video-based "best practices" about faculty lectures to aid in professional development and (2) create synchronized evaluative data derived from the videotaped lecture segments on multiple dimensions of critical teacher behaviors.

Modernizing How We Do Chemistry for the Masses

Owen McDougal – PI

\$55,700

This project will focus on the freshmen level Chemistry laboratories that have increased in student capacity by providing them with a standardized, coherent procedure for completing the lab portion of their freshmen experience while also providing the tools and other resources necessary for success. This proposal offers a process for using technology in effective and innovative ways to (1) improve student success in freshman chemistry laboratory courses; (2) enhance the quality of education in freshman laboratory courses; (3) maintain or lower the cost of conducting freshman laboratory courses, and (4) increase the efficiency and productivity of laboratory instructors.

Integrating Video into the Curriculum to Enhance Faculty Productivity and Student Learning

Robert Minch – PI

\$80,560

This project will study ways to integrate video into the curriculum, measure its success, and recommend tools and methods that will contribute to future and continuing progress. PI will investigate and use (1) faculty development of video tutorials and exercises; (2) student development of video homework assignments, tutorials, and project reports; and (3) tools to locate public and open media sources that may be integrated into and repurposed in educational contexts. Throughout this process they will emphasize the creation of a more accessible, compelling, and challenging learning environment by involving students in three different courses with the development, use, and assessment of innovative video materials. As a result of the project, they will have developed methods for identifying, creating, organizing, storing, and retrieving video materials, using Boise State on iTunes

U and public resources such as YouTube; they will measure and assess the success, effectiveness, and efficiency of the methods; and will make recommendations for best practices to successfully integrate video into future curricula.

Em-Po WeR-ing Student Success through Video Tutorials

Sara Seely – PI
\$47,200

This project will create a series of streaming video tutorials that teach information literacy. The videos created will be tailored for and embedded in First-Year Writing courses to provide research instruction and ease library research anxiety, a condition common in new undergraduates. The videos will include appearances by the librarian and writing instructors. Seeing familiar faces on the videos will contribute to a sense of being part of an academic community and further alleviate research anxiety among students. The videos will be customized to teach the specific resources available at Boise State University, and revised to incorporate the rapid changes in information retrieval technology. This initiative builds upon existing projects, cross-campus collaborations, and technology resources, which will ensure its sustainability and continued success. The framework for this project is years of instructional collaboration between the library and the First-Year Writing Program. In particular it will advance the innovative PoWeR program, in which the library and First-Year Writing Program are linking writing and research courses to benefit student learning.

Development of Biomolecular Immunology Lab Course: Integrating Advanced Technology, Bioinformatics, and 3-D Molecular Visualization

Denise Wingett – PI
\$104,800

The goal of this proposal is to develop a state-of-the-art immunology laboratory course that incorporates multiple high-technology facilities and advanced scientific instrumentation to enhance the quality of the learning environment at Boise State University. A new laboratory course focused on the field of molecular immunology will not only support student education and professional development in health care and biomedical research, but will also utilize multiple components of advanced technology that are currently present on the BSU campus but under-utilized. This new laboratory course will enrich student learning opportunities in biomolecular science by incorporating a state-of-the-art fluorescent-activated cell sorter, an instrument recently acquired with funding (~\$500,000) from the National Science Foundation.

This new course will also promote student learning by integrating computational biology and molecular 3-D visualization into teaching modules addressing vaccine and antibody design, stereoscopic imaging of biological molecules, and visualization of mammalian immune system organs.

Idaho State University Projects

Introductory Physics Lab Videos on the World Wide Web

Martin Hackworth - PI

\$26,800

This project will create a series of web-based instructional videos to accompany elementary teaching laboratories: Astronomy Lab (PHYS153 - a University goals course), General/Engineering Physics Lab (PHYS111/112 and PHYS211/212). The purpose of these videos is to allow students enrolled in these courses to access, via existing laboratory websites, a complete video "walk through" demonstration of the lab procedure before attending lab and, if desired, to review the lab afterward. Enrollment in these courses is very high (700+ students each academic year) and they anticipate that these videos, once made available, will be well-subscribed.

Mass Communication/Chemistry Podcasts

Tom Hallaq - PI

\$51,400

The departments of Chemistry and Mass Communication together produced a series of video podcasts for instruction of Organic Chemistry labs in 2008. The podcasts, made available online, provided background theory and safety instruction for experiments. The existing Chemistry Department video podcasts have enhanced student learning dramatically. The aim of this proposal is to continue support for collaboration between the departments of Chemistry and Mass Communication by extending the project into three other Chemistry courses (Chem 111, 112, and 304), impacting approximately 1,000 students each academic year. The Chemistry project can then serve as a model for other departments.

English and Sociology Course Redesign

Ann Hunter - PI

\$124,700

This project will utilize the latest information from The National Center for Academic Transformation's (NCAT) Program in Course Redesign to reduce *seat time* with high enrollment, Goal 12 Introduction to Sociology (Sociology 101) and Goal1English Composition (English 101) classes. Sociology offers a minimum of four sections each semester, two of which are taught by tenured and/or tenure-track faculty, and English offers even more sections. Enrollment for Sociology 101 averages *about* 794 students per academic year and English 101 averages about 994. The intent is to improve the quality of student learning while generating a cost savings by consolidating classes and courses to involve a larger number of students.

University Health High School (UHHS) - Networking and Early College Opportunities in Health Sciences

Randy Stamm – PI

\$96,300

The University Health High School (UHHS) is a social learning environment for state high school students interested in learning about health sciences and degree seeking programs offered at Idaho State University (ISU). The UHHS concept would support high school students with tools to explore health occupations; offer opportunities to communicate with health professionals; meet other students from other area high schools, collaborate with ISU students enrolled in health sciences programs; and acquire online early college course credit. In collaboration with the Kasiska College of Health Professions (KCHP) and Early College Program (ECP), the Instructional Technology Resource Center (ITRC) will develop online resources for high school students, parents, teachers, and counselors. UHHS online courses (e.g., HCA 210, HCA 110, HE 200, RS 105, DENT 201, CSED 256, and HE 190) will be offered as prerequisites for most health profession programs at ISU.

Bioinformatics: A portal to 21st century Biology Education

Michael Thomas - PI

\$68,900

This project will use advanced, web-based resources to integrate human health and disease genomics into college introductory, high-enrollment Goal 4 biology courses. The Portal-21 resources will target introductory biology (BIOL 101) students to (1) enhance understanding of the nature of science and biomedical research, (2) teach core biology concepts through the lens of human medical and disease genomics, and (3) teach skills in modern bioinformatics and computational biology.

The team will develop, test, assess and revise web-based Portal-21 resources. The instructional material will be widely field-tested with extensive outcomes assessment, revision and publication as a stand-alone website and workbook. An instructor-training workshop will be developed in conjunction with the Instructional Technology Resource Center (ITRC) at ISU to provide continuing support for implementation of Portal-21 exercises beyond the period of the grant.

Lewis-Clark State College Projects

Integration of QSR Nvivo 8 Software into Research Curriculum

Chris Ahlman - PI

\$3,900

This project proposes to bring 15 faculty together from Lewis-Clark State College and University of Idaho to the LCSC Lewiston campus for a one-day training seminar on NVivo 8(9). Faculty from Coeur d'Alene, Boise, and Moscow will be compensated for travel to the Lewiston campus. The bulk of the monies will go for the trainer from QSR, International.

Faculty participating in this training will be asked to commit to develop one classroom assignment by Spring 2010 that will integrate the use of NVivo in the analysis of qualitative data gathered by students for their course projects. Faculty not teaching a research course will be asked to commit to utilize NVivo in a qualitative analysis of their own and to present to their colleagues their analysis process at a "brown bag-type" lecture.

Assessing & Evaluating Social Work Student Achievement, Field Experience, and Professional Development Using Web-Based Technology

Heath Walters - PI

\$5,700

Social Work field internships are designed to provide a supervised practice experience that enables students to apply the knowledge, skills, values, and ethics learned in the classroom to real life scenarios where the student is socialized to the mechanisms of contemporary social work practice (Birkenmaier, et al, 2005). The social work program at Lewis-Clark State College is seeking to integrate an innovative web-based field assessment and evaluation instrument to:

- Increase frequency of communication regarding student progress and professional development between faculty, agency field supervisors, and students in rural internships via web-based software by 50% during the course of this project.
- Increase student and field instructor's awareness, skills, and knowledge of computer assisted assessment of student professional development measured by pre and post-test training assessments.
- Decrease work output for volunteer, agency field supervisors by 25% through integrating web-based assessment of student professional development.

Radiographic Science and Nursing C-Arm Surgical Student Training Device

Scott Wimer - PI

\$123,200

Healthcare facilities require radiography students to demonstrate proficiency on a C-arm unit prior to employment. A C-arm is a highly sophisticated mobile x-ray unit which uses x-ray energy to produce a 'live' image feed and is displayed on a monitor or screen. In the medical environment, the C-arm is used extensively from therapeutic imaging in Pain Clinics to orthopedic, neurological, or vascular imaging in surgical departments. The C-arm has played a vital role in radiographic procedures of all kinds. This project proposes to purchase a C-arm to train radiographic science and nursing students at Lewis-Clark State College for proficiency in the clinical setting using sterile technique.

University of Idaho Projects

VR Biomedical Learning Platforms

Gustavo Arrizabalaga – PI
\$79,800

The proposed project will merge Art and Science to create new platforms for education. Design arts have an important place in science as it allows educators and researchers to visually convey complex and non-linear concepts to students and colleagues. Within this context, virtual design is becoming an important aspect of scientific education and research, as it allows for a multi-dimensional, interactive depiction of concepts and processes. The overarching goal of the project is to use virtual design to make scientific concepts more accessible and understandable for students. The primary objectives of this project are to develop five concrete interactive virtual learning platforms, to implement those platforms within five science classes, and to evaluate the project as it concerns learning and added value for the instructors.

Hybrid Masters of Music Education

Loraine Enloe – PI
\$78,000

Continuation Project

The overall goal for the second year (FY2010) is to use technology to continue to broaden access to the graduate music education curriculum, including professional development credits for teachers who have degrees. Funding will be directed towards providing means for students to share their work in the lab and to teach music teachers how to use technology in the music classroom. A digital audio and video teaching workstation will allow faculty to enable access to a central switching system where individual students can share compositions, teaching videos and other multi-media creations through a new audio/video stereo and projection system. A music education technology summer camp will begin in the summer session 2010 and continue annually to serve both students enrolled in the Master's program and those teachers who need professional development credit but not a degree.

Connecting Educators Across Idaho Through Virtual Worlds

Karin Hatheway-Dial – PI
\$186,700

The purpose of this project is to promote and implement the increased use of virtual world technology in online education across the state through expanding Second Life® virtual campus and providing "How to use Second Life®" workshops to educators. The project proposes utilizing immersive, interactive, real-time multi-user virtual worlds as a means of bringing people together in a collaborative environment. Workshops will be hosted on how to use these worlds from both a pedagogical and technical aspect. Furthermore, once in-world, educators and students can connect with the growing educational community that is utilizing virtual world technology. As educators become more familiar with the virtual, PIs will assist them in translating and evolving current classes (on-line and traditional) and developing new classes for delivery in-world. PIs will also explore and expand the sharing of information with the global educational community through guest speakers and lecturers. The targeted outcomes for this grant are to prepare educators across Idaho to utilize evolving technologies and assist them in taking the first steps in an expanded methodology of educational delivery.

UI-IF Online Course Content Delivery Program – Developing, demonstrating and integrating dimensionality to asynchronous delivery of technical courses (Multi-Year Project)

Akira Tokuhiko – PI
\$53,000

This project plans to broaden and enrich the students' styles of learning; specifically through multimedia-based enhancement of 'learning content' via availability of online course materials. The University of Idaho-Idaho Falls proposes to increase enrollment of Outreach and asynchronous students by as much as 100 students per semester. Co-PIs propose to increase the information content of learning materials via procurement of additional digital image and document editing infrastructure so that both synchronous and asynchronous students can enhance their learning experience.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

SUBJECT

First Reading - Amendment to Board Policy III.Y. Advanced Opportunities, Idaho Standards

REFERENCE

December 2008

The Board approved the Second Reading to Section III.P. changing the definition of full-time student.

BACKGROUND/DISCUSSION

In December 2008, the Board approved amendments to Section III.P., Students. The amendments included revising the definition of a full-time student to "any undergraduate student carrying twelve (12) or more credits (or equivalent in audit and zero-credit registrations)."

A recent review of Board Policy III.Y., Advanced Opportunities, Idaho Standards, revealed that the standards contained the former definition of a full-time student. To minimize the need for potential amendments to the standards should the definition change in future, staff incorporated nonspecific language to direct individuals to reference Board policy III.P for the definition of full-time student. Additionally, the standards were incorporated by reference to an external document; they have now been merged into the policy itself in order to eliminate confusion that has been caused by referencing the external document.

ATTACHMENTS

Attachment 1 – Board Policy III.Y. Advanced Opportunities

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the proposed changes as presented.

BOARD ACTION

A motion to approve the first reading of the proposed amendments to Board Policy III.Y. Advanced Opportunities.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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Idaho State Board of Education
 GOVERNING POLICIES AND PROCEDURES
 SECTION: III. POSTSECONDARY AFFAIRS
 SUBSECTION: Y. Advanced Opportunities

December 2005

1. Coverage

Boise State University, Idaho State University, Lewis-Clark State College, the University of Idaho, and Eastern Idaho Technical College are covered by these policies. North Idaho College, the College of Southern Idaho and College of Western Idaho ~~Eastern Idaho Technical College~~ are also covered since postsecondary 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 postsecondary 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 postsecondary goals;
- b. Reduce duplication and provide for an easy transition between secondary and postsecondary education; and
- c. Reduce the overall cost of educational services and training.

3. Definitions

There are ~~many different~~ various 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~~ and International Baccalaureate programs. 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 may 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.

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.~~

~~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, which 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 or by going to www.boardofed.idaho.gov/policies/iii/index.asp. Information about the International Baccalaureate program is available at their website. 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.

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

Curriculum

<u>Curriculum 1 (C1)</u>	<u>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</u>
<u>Curriculum 2 (C2)</u>	<u>Postsecondary courses administered through a dual credit program are recorded on students' official academic record of the postsecondary institution.</u>
<u>Curriculum 3 (C3)</u>	<u>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</u>

Faculty

<u>Faculty 1 (F1)</u>	<u>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.</u>
<u>Faculty 2 (F2)</u>	<u>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.</u>
<u>Faculty 3 (F3)</u>	<u>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.</u>
<u>Faculty 4 (F4)</u>	<u>High school faculty are evaluated by using the same classroom performance standards and processes used to evaluate college faculty.</u>

Students

<u>Students 1 (S1)</u>	<u>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.</u>
<u>Students 2 (S2)</u>	<u>High school students are provided with a student guide that outlines their responsibilities as well as guidelines for the transfer of credit.</u>

ATTACHMENT 1

<u>Students 3 (S3)</u>	<u>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.</u>
<u>Students 4 (S4)</u>	<u>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.</u>
<u>Students 5 (S5)</u>	<u>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.</u>

Assessment

<u>Assessment 1 (A1)</u>	<u>Dual credit students are held to the same course content standards and standards of achievement as those expected of students in postsecondary courses.</u>
<u>Assessment 2 (A2)</u>	<u>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.</u>
<u>Assessment 3 (A3)</u>	<u>Dual credit students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.</u>

Program Administration and Evaluation

<u>Admin & Evaluation 1 (AE1)</u>	<u>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.</u>
<u>Admin & Evaluation 2 (AE2)</u>	<u>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.</u>
<u>Admin & Evaluation 3 (AE3)</u>	<u>Dual credit students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.</u>
<u>Admin & Evaluation 4 (AE4)</u>	<u>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.</u>
<u>Admin & Evaluation 5 (AE5)</u>	<u>Costs for high school 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.</u>
<u>Admin & Evaluation 6 (AE6)</u>	<u>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, student's costs are established, compensation for the teacher is identified, etc.</u>
<u>Admin &</u>	<u>Postsecondary institutions have carefully evaluated how to provide services to all</u>

Evaluation 7 (AE 7)	students regardless of where a student is located.
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b. Dual Credit Standards for Students Enrolled in Courses at the College/University Campus

<u>A.</u>	<u>The student is admitted by the postsecondary institution as a non-matriculating student.</u>
<u>B.</u>	<u>The student is charged the part-time credit hour fee or tuition and additional fees as established by the institution.</u>
<u>C.</u>	<u>Instructional costs are borne by the postsecondary institution.</u>
<u>D.</u>	<u>Four (4) semester college credits are typically equivalent to at least one (1) full year of high school credit in that subject.</u>
<u>E.</u>	<u>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.</u>
<u>F.</u>	<p><u>Any high school student may make application to one of the public postsecondary institutions provided all of the following requirements are met:</u></p> <p><u>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.</u></p> <p><u>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</u></p> <p><u>If required by institutional policy, a student must obtain approval of the college or university instructor to enroll in a course.</u></p> <p><u>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, or full-time basis as defined in Board policy.</u></p>
<u>G.</u>	<u>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.</u>

c. Advanced Placement Standards

Advanced Placement (AP) courses are taught by high school teachers following the curricular goals administered by The College Board. 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, and dependent upon institutional AP credit acceptance policy.

Curriculum

Curriculum 1 (C1)	Postsecondary institutions evaluate AP scores and award 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.

d. 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.
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ATTACHMENT 1

<u>Curriculum 2 (C2)</u>	<u>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.</u>
<u>Curriculum 3 (C3)</u>	<u>Secondary and postsecondary educators must agree on the common core of required proficiency and agree to meet that proficiency in the program.</u>
<u>Curriculum 4 (C4)</u>	<u>Tech Prep program proposals must provide equal access to members of special populations.</u>

Faculty

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

<u>Students 1 (S1)</u>	<u>To receive articulated credit, students must apply for and must be accepted into the program.</u>
<u>Students 2 (S2)</u>	<u>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.</u>
<u>Students 3 (S3)</u>	<u>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.</u>

Assessment

<u>Assessment 1 (A1)</u>	<u>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.</u>
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Program Administration and Evaluation

<u>Admin & Evaluation 1 (AE1)</u>	<u>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.</u>
<u>Admin & Evaluation 2 (AE2)</u>	<u>Each Tech Prep articulated agreement must be reviewed annually.</u>

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

SUBJECT

Distribution of \$500,000 for Advanced Opportunities Training

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.03.106 Rules Governing Thoroughness
Advanced Opportunities (Effective July 1, 2008)
House Bill 324 Appropriations – Public Schools, Section 6 (2)

BACKGROUND/DISCUSSION

The legislature appropriated \$500,000 in the Public schools budget for training teachers and/or administrators to effectively provide advanced learning opportunities. The allocation of the funds is to be jointly determined by staff from the State Board of Education and the State Department of Education.

ATTACHMENTS

Attachment 1 – Distribution Plan	Page 3
Attachment 2 – Budget Form 2009-2010	Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Staff from the Office of the Board of Education and the Department of Education met and agreed on an allocation plan. Using the senior count total from the state for the 2008-2009 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 distribution plan to allocate \$500,000 to Idaho's LEA's for teacher/administrator training to increase the effectiveness of providing advanced learning opportunities for students.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Distribution to Districts and Charter Schools for Advanced Learning Opportunities:

Using the senior count total from the state for the 2008-2009 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 intent of Advanced Opportunities is to focus on raising the rigor of courses offered in high school. The senior count is used in the formula, as the definition of a high school is a school with grade 12.

Elementary districts and charters will be provided a minimum of \$500. Research has shown that in order for high school students to be ready to take and succeed in higher level course work, students must be prepared. By training lower-grade teachers in pre-Advanced Placement, vertical alignment of curriculum and raising the level of rigor in lower grade courses, students will be better prepared for high school advanced opportunities.

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**Gifted and Talented Training Grant
2009-2010**

ADVANCED OPPORTUNITIES

District #

465

District Name

North Valley Academy

\$500.00

2009-2010 - Distribution to Train Teachers to Provide Services in Advanced Opportunities for Students (Advanced Placement, International Baccalaureate, Tech Prep, Pre-Advanced Placement, Concurrent Enrollment)

The districts go online to the budget page to see what their amount of funding is for the 2009-2010 school year and fill out the form with their expected training activities.

Total Amount Available for 2009-2010		\$500.00	
	Training Activities Provide a brief description for each planned activity	Amount of Award Budgeted	Anticipated Number Trained
1.			
2.			
3.			
4.			
Total Amount Budgeted (must equal total amount available)			

Signature of G/T Program Director

Signature of Business Manager

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

SUBJECT

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

REFERENCE

Idaho State Board of Education/Division of Purchasing Contract CPO01884-04

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)

House Bill NO. 787

BACKGROUND/DISCUSSION

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-year contract with Questar Assessment, Inc (formerly TASA, Inc), beginning in July 2005. In the contract, the Division of Purchasing allowed for two one-year contract renewal options. The first contract extension with Questar will end July 11, 2009 and the IELA Assessment Program wants to implement the second one-year renewal option, which will extend the contract through July 11, 2010. After Board approval, the Division of Purchasing will "assign" the contract to the State Department of Education, due to the transfer of the assessment program.

The IELA Assessment Program and the Idaho school districts have been very pleased with Questar's implementation of the Idaho English Language Assessment. 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, with the additions of the one-year renewal is: \$595,093.

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

- Equating of secure forms. Questar will equate the alternate set of Level 2 forms, one in each of the following grade clusters: 1-2, 3-5, 6-8, and 9-12,

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

to IELA forms administered in prior years and scale scores will be reported on the same score scale as prior forms.

- Transition to new vendor. Questar will ensure a seamless transition to the new vendor at the expiration of the contract. The following will be transitioned to the successful bidder beginning in April 2010, or upon the successful completion of the RFP process in spring 2010. The following will be transitioned to the new vendor:
 - Data files for Idaho students from 2006, 2007, 2008, 2009, and 2010
 - All files and graphics pertaining to test items
 - All LEP number files
 - All native files of assessment items
 - All other documentation deemed necessary at the discretion of the Board
- Race/Ethnicity changes. Questar will allow for the new two-step designation of race/ethnicity, per U.S. Department of Education guidelines.
- Testing of non-LEP students. Questar will allow for the testing of non-LEP students. This will include the increase in production, printing, shipping and scoring for 200 additional students per grade span, for a total of 1,000 additional students. This will enable a comparison study of LEP and non-LEP students for validity purposes.
- Creation of IELA Foundation Document. Questar will create a Foundation Document describing the foundation of the IELA and will provide a draft by November 15, 2009 and a final copy by December 31, 2009. Questar will submit one bound, hard copy and an electronic copy of the document to the Board Manager. The IELA Foundation Document will include, but not be limited to:
 - The purpose of the IELA
 - The theoretical framework of the IELA
 - English language proficiency definition
 - Item development
 - Research base for assessment
 - How the assessment works
 - Any other information that the Board determines
- DIF analysis. Questar will conduct a Differential Item Functioning (DIF) analysis for gender and provide a report to be included in the 2010

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Technical Report. The DIF analysis will be used to determine if test questions are fair and appropriate for assessing the knowledge of students based on gender.

- Licensing agreement with Montana. The IELA program will continue a licensing agreement with the State of Montana to permit its use of the spring 2010 Idaho English Language Assessment. Questar will continue to 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.

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 four years of the contract (Year 1 - \$658,395, Year 2 - \$584,150, Year 3 - \$555,857, Year 4 - \$595,193).

ATTACHMENTS

Attachment 1 – Draft Contract Amendment

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends the approval of the second one-year contract extension with Questar.

BOARD ACTION

A motion to approve a one-year contract extension with Questar Assessment, Inc. at a cost of \$595,093.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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

This FIFTH AMENDMENT TO AGREEMENT FOR IMPLEMENTATION OF AN ENGLISH LANGUAGE PROFICIENCY ASSESSMENT ("Fifth Amendment") is made effective as of the 12th day of July 2009 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, the Third Amendment to Agreement for Implementation of an English Language Proficiency Assessment dated November 5, 2007; and the Fourth Amendment to Agreement for Implementation of an English Language Proficiency Assessment dated as of July 12, 2008 (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, 2010. Its terms remain in full force and effect except as specifically modified in this Fifth Amendment. All of the terms herein shall have the same meaning as contained in the Contract, except as specifically defined otherwise in this Fifth Amendment.

2. *Contract Modifications.*

a. Montana Licensing Agreement. The Contract is hereby modified by deleting paragraph 2(c) of the Fourth Amendment to Agreement for Implementation of an English Language Proficiency Assessment dated July 12, 2008, and inserting the following:

1. The Board will negotiate terms of a licensing agreement with the State of Montana to permit its use of the following (collectively (a)-(c), the “Licensed Property”):

a. The spring 2010 Idaho English Language Assessment developed for the Board by Questar under the Contract (the “Spring 2010 Assessment”).

b. The raw score to scale score conversion tables developed for the Board by Questar under the Contract for the Spring 2010 Assessment.

c. Answer keys for the Spring 2010 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 2010 as a derivative work of the Licensed Property.

b. Montana License Fees. The Contract is hereby modified by deleting paragraph 2(d) of the Fourth Amendment to Agreement for Implementation of an English Language Proficiency Assessment dated July 12, 2008, and inserting the following:

1. 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 the administration of the Spring 2010 Montana Assessments.

c. Equating required. The contract is hereby modified by deleting paragraph 3(a)(i) of the Fourth Amendment for Implementation of an English Language Proficiency Assessment dated July 12, 2008, and inserting the following:

1. Equating Required. Questar will equate the alternate set of Level 2 forms, one in each of the following grade clusters: 1-2, 3-5, 6-8, and 9-12, to IELA forms administered in prior years and scale scores will be reported on the same score

scale as prior forms. Equating will be performed using the “common item” design and procedures outlined in the Fourth Contract Amendment.

3. *Additional Contract Terms.* In addition to the terms set forth in the RFP and subsequent amendments, the following terms and conditions shall apply to the contract:

a. Transition to New Vendor. Questar will ensure a seamless transition to the new vendor at the expiration of the contract. The following will be transitioned to the successful bidder beginning in April 2010, or upon the successful completion of the RFP process in spring 2010. The following will be transition to the new vendor:

- Data files for Idaho students from 2006, 2007, 2008, 2009, and 2010
- All files and graphics pertaining to test items
- All LEP number files
- All native files of assessment items
- All other documentation deemed necessary at the discretion of the Board.

b. Race/Ethnicity Changes. Questar will allow for new the 2 step designation of Race/Ethnicity, per U.S. Department of Education guidelines.

c. Testing of Non-LEP students. Questar will allow for the testing of non LEP students. This will include the increase in production, printing, shipping and scoring for 200 additional students per grade span, for a total of 1,000 additional students.

d. Creation of IELA Foundation Document. Questar will create a Foundation Document describing the foundation of the IELA and will provide a draft of the document to the Board Manager by November 15, 2009. The Board Manager will review the draft and request any revisions and/or additions to the document within ten (10) business days. A final bound, hard copy of the document, as well as an electronic copy, will be submitted by Questar to the Board Manager by December 31, 2009. The IELA Foundation Document will include, but not be limited to:

- The purpose of the IELA
- The theoretical framework of the IELA
- English language proficiency definition
- Item development
- Research base for assessment
- How the assessment works
- Other information as requested by the Board

e. DIF Analysis. Questar will conduct a Differential Item Functioning analysis for gender and provide a report to be included in the 2010 Technical Report. The DIF analysis will be used to determine if test questions are fair and appropriate for assessing the knowledge of students based on gender.

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, 2009 and July 11, 2010 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 Fifth 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 Fifth 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.

5. This Fifth 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 Fifth 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 and original, but all such counterparts shall constitute but one agreement.

[Signature Page Follows]

NOW THEREFORE, the parties have entered into this Fifth 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 Fifth Amendment and has approved such Fifth Amendment as to substance and form.

STATE OF IDAHO
State Board of Education

By: _____
Its _____
Date: _____

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 18, 2009

SUBJECT

Approval of the Idaho Accountability Workbook - Amendment to Adopt Indexing

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code 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

BACKGROUND/DISCUSSION

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 Idaho Administrative Code 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).

The Board last approved amendments to the Accountability Workbook in January 2009. At that time the Office of the State Board of Education (OSBE) and the State Department of Education (SDE) were not prepared to calculate accountability with an indexing model. Since that time, significant changes in the Informational Technology department of SDE allow for a revision of the process of calculating Adequate Yearly Progress (AYP) that gives a better analysis of the student achievement in Idaho schools. Eight other states use the indexing model to calculate AYP.

Idaho reports student achievement in four levels of proficiency, advanced, proficient, basic, and below basic. Currently, the system makes a categorical determination of *proficient and advanced* or *not proficient* and schools are evaluated on the percentage of students that are proficient and advanced divided by the total number of students. The indexing model allows attribution of partial credit (.5) for students that are determined to be in the basic category. Using this weighted average accomplishes two objectives. First, the percent proficient number for each school will discriminate between a school that has most of the non-proficient students in the basic proficiency band from a school that has the majority of students in the below basic. In the current system, this discrimination is hidden. In attachment 1, Understanding Idaho Indexing, you will see an example of two schools that were determined to be 61.1% proficient. These same schools' calculation with indexing identifies School A as significantly lower student achievement (63.9%) than School B (79.2%). The distinction is important. Secondly, to prevent an artificial inflation of schools' and districts' *percent proficient*, it is necessary to recalculate the starting point for the Annual Measurable Objectives (AMOs). Attachment 1 includes the chart of the revised AMOs. For example, the target AMOs for reading for 2009 jumps from 78% on

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the legacy model to 85.6 %. See Attachment 1, slide 4 for the comparison of the legacy AMOs and the indexing AMOs.

IMPACT

Resetting the AMOs prevents any false inflation and keeps schools focused on improving student achievement for all students.

ATTACHMENTS

Attachment 1 – Understanding Idaho’s 2009 Indexing	Page 3
Attachment 2 – Principle 3: State Definition of Adequate Yearly Progress (excerpt from the Consolidated State Application Accountability Workbook)	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends that the Indexing Model be approved and supported by the Board.

BOARD ACTION

A motion to approve the proposed amendments to the State of Idaho Consolidated State Application Accountability Workbook as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Understanding Idaho's 2009 Indexing

2009 AYP Status Results

Index Definition

Index System provides partial credit for Basic scores below proficient. A school's index score will be the average of all student index points assigned to the school.

Proficiency Level		Index Points
Level 1: Below Basic	1	0
Level 2: Basic	2	50
Level 3: Proficient Level 4: Advanced		100

An Index Example: Two schools

Two schools, both with 180 students tested and 61.1% of their students scoring (legacy scoring method) proficient or better in reading.

READING		School A		School B	
Level	points	# of students	total	# of students	total
Level 1	0	60	0	5	0
Level 2	50	10	500	65	3250
Level 3	100	60	6000	60	6000
Level 4	100	50	5000	50	5000
Sum		180	1150	180	14250
Index		63.9		79.2	
Index Formula (n1x0+ n2x50+ n3x100+ n4x100) = Sum then "Divide Sum by N count Rounded to Tenth"					

Comparison of Current AMO Chart and Proposed AMO Chart

1. Current AMO

	2002-03 2003-04	2004-05 2005-06	2006-07 2007-08 2008-09	2009-10 2010-11	2011-12 2012-13	2013-14
Reading	66%	72%	78%	85%	92%	100%
Math	51%	60%	70%	80%	90%	100%
Language Usage	66%	72%	78%	85%	92%	100%

2. Proposed AMO

Percent "Proficient or Higher" Required to Meet AYP

Idaho Partial Proficiency Weighted Model

	2007-08 2008-09	2009-10 2010-11	2011-12 2012-13	2013-14
Reading	90.1	93.4	96.7	100
Mathematics	88.5	92.3	96.2	100
Language Arts	83.0	88.7	94.3	100

State of Idaho

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PRINCIPLE 3. State definition of Adequate Yearly Progress (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 AYP 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 2013-2014 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 2007-2008 disaggregation of high school graduation rate that will be available for use in safe harbor calculations.

High school students take the ISAT in grade 10. The online test is presented multiple times each year for the purpose of meeting the graduation requirements. If a student meets the proficiency requirement in an administration prior to the spring assessment, that student will be counted as meeting standard for purposes of calculating AYP. Idaho will include retesting 11th grade students in 2009 and 11th and 12th grade student retesters in 2010 for high school proficiency calculations for AYP.

Idaho's Technical Advisory Committee recommended a validation of the Achievement Standards and Proficiency Level Descriptors (PLDs) after the 2007 ISAT was operational in 2007. The PLDs were reviewed and revised by 25-30 teachers per content area in March 2007. Academic Achievement Standards were validated using the Modified Bookmarking method immediately following the first administration of the ISAT (May 2007) after changing vendors in 2006. Statewide teams of 25-30 teachers in each content area reviewed student achievement using ordered item booklets and PLDs.

Idaho PLDs define proficiency in terms of general understanding of grade level content and skills. Students at the Basic level are expected to demonstrate limited (partial) proficiency of grade level content and skills. The lower end scale scores for basic leave a wide range for the Below Basic category.

Applying a weighted average value to Basic scale scores will support the PLDs and give partial credit for student achievement. Idaho Standard Achievement Tests scale scores are set on a vertical scale of 0 – 300. Idaho chose to keep the same scale when the test was revised in 2007 to maintain continuity for schools and districts data files. Student achievement in every grade level ranges from 160-300, further compressing the spread of students' scale scores. This issue does not allow breaking Basic proficiency band without jeopardizing the validity when some bands are as narrow as five scale score points with a standard error of three.

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Reviewing Idaho student data from 2008 administration and the range of scale scores for each proficiency band, we have adapted the weighted model to create an equitable and fair assignment of partial credit.

Table I: Weighted Average in Proficiency Bands

Proficiency Level		Index Points
Level 1: Below Basic	1	0
Level 2: Basic	2	50
Level 3: Proficient Level 4: Advanced		100

Table I.a: AYP Calculation Table by Weighted Average in Proficiency Bands

Idaho Adequate Yearly Progress - Status				District:				
School Index Report				School: ELEMENTARY				
				School ID:				
				Grade:				
Performance Index Points Earned								
Group	N - (Total Number of Students in this group) NOTE: AYP proficiency not determined with 33 or less students	Below Basic	Basic	Proficient	Advanced	Calculation		
		Level 1 Number of Students Scoring at Scaled Score Range 1	Level 2 Number of Students Scoring at Scaled Score Range 2	Level 3 Number of Students Scoring at Scaled Score Range 3	Level 4 Number of Students Scoring at Scaled Score Range 4	Sum of totals Across row	Group Performance Index Score	
		$n1 \times 0 +$	$n2 \times 50 +$	$n3 \times 100 +$	$n4 \times 100 =$	Sum	Divide Sum by N count Rounded to Tenth	

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All subgroups will be held accountable for the academic indicators of reading and mathematics participation rate. Disaggregation of the graduation rate for 2006-2007 will be available for AYP determination in the 2007-2008 school year.

In the 2009 amendment to the Accountability Workbook, Idaho used spring 2007-2008 ISAT scores as the baseline for calculating the weighted average index model for AYP determinations. 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 2013-14 school year. Annual intermediate goals were established beginning in the 2008–09 school year with subsequent goals in 2010-11, 2012-13 and 2013-14 to assure increases in the percent of students proficient in reading and mathematics.

Table II: Percent "Proficient or Higher" Required to Meet AYP
Idaho Partial Proficiency Weighted Model

	2008-09	2009-10 2010-11	2011-12 2012-13	2013-14
Reading	85.6	90.4	95.2	100
Mathematics	83.0	88.7	94.3	100
Language Arts	75.1	83.4	91.7	100

Table II displays the Annual Measurable Objectives that plot growth toward 100% by 2014. This table replaces the previous version that was based on a status model that did not award partial proficiency for students scoring in the Basic range on the Idaho Achievement Standards.

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

Board Information February 28, 2008

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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. Disaggregation of the 2006-2007 graduation rate will be available for AYP determinations in 2007-2008. (See Chart 3.)

(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 3. 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 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
% of not proficient students, year 1 - % of not proficient students, year 2

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% 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 3. “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 sub- group
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.

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

State of Idaho
Consolidated State Application – Accountability Workbook

3.2a What is the State's starting point for calculating Adequate Yearly Progress?

In 2009, Idaho amended the accountability workbook to implement an indexing model requiring recalculation of the starting point. Idaho used student scores from the Spring 2007-2008 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.

The vendor assigns proficiency levels based on achievement standards approved by the State Board (see section 1.3). The State Board contracts with the vendor to report proficiency levels on individual student, school, district, and state reports.

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 2008. The same process was used to calculate the starting point for mathematics. (In Steps 1 through 5, references are made to Chart 4, 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.

State of Idaho

Consolidated State Application – Accountability Workbook

-
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 4, Example A, the minimum starting point is 30 percent (the percent of proficient students at School X).

Chart 4. 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:

IDAPA 08.02.03, Section 112
 Board action, August 15, 2003
 Board action, May 30, 2007

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3.2b What are the State's annual measurable objectives for determining Adequate Yearly Progress?

Idaho reset starting points in 2009 based on 2007-2008 student achievement data. 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 2007-2008 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 2013-14 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 2013-14. (Refer to Section 3.1.)

Table II: Percent "Proficient or Higher" Required to Meet AYP
Idaho Partial Proficiency Weighted Model

	2008-09	2009-10 2010-11	2011-12 2012-13	2013-14
Reading	85.6	90.4	95.2	100
Mathematics	83.0	88.7	94.3	100
Language Arts	75.1	83.4	91.7	100

Evidence:

Board action, August 15, 2003
Board Information, February 21, 2008

State of Idaho

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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 2013-14. See chart in Section 3.2b.

Idaho Peer Review for 2006 required significant changes in the ISAT. As such, revised proficiency level descriptors were developed in March 2007. Based on revised PLDs and Spring 07 student data, performance standards were reset in May 2007.

Evidence:

Board action, August 2006
Board Information, 2006

State of Idaho
Consolidated State Application – Accountability Workbook

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**AUDIT COMMITTEE
JUNE 18, 2009**

TAB	DESCRIPTION	ACTION
1	EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION OPERATING AGREEMENT	Motion to approve

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AUDIT COMMITTEE
APRIL 18, 2009

SUBJECT

Board approval of Eastern Idaho Technical College (EITC) Operating Agreement with Eastern Idaho Technical College Foundation

REFERENCE

June 2008 Audit Committee meeting update for Board of Education

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.E.

BACKGROUND/DISCUSSION

In June, the Audit Committee informed the Board that the institutions would bring the Foundation operating agreements, (pursuant to the revised policy section V.E., effective July 1, 2008), to the Board for approval.

IMPACT

According to Board Policy V.E.2.a.(2) the Foundation "shall be brought into substantial conformance with these policies and, upon so doing; the institution shall provide prompt notice to the Board in order that the Board may recognize the affiliated foundation. Upon recognition by the Board, the organization of the nonprofit corporation or foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. Likewise, any new foundations established subsequent to implementation of this policy must be brought to the Board for formal recognition before such foundation begins operations."

ATTACHMENTS

Attachment 1 – EITC Foundation Operating Agreement Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The Audit Committee has met several times to review the operating agreement and recommends approval by the Board.

Staff recommends approval of the college's Foundation operating agreements.

BOARD ACTION

A motion to approve the Memorandum of Understanding between the Eastern Idaho Technical College Foundation and Eastern Idaho Technical College, and to recognize the Eastern Idaho Technical College Foundation as an affiliated foundation to benefit Eastern Idaho Technical College.

Motion by _____ Seconded by _____ Carried Yes ___ No ___

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**OPERATING AGREEMENT
BETWEEN
EASTERN IDAHO TECHNICAL FOUNDATION, INC.
AND
EASTERN IDAHO TECHNICAL COLLEGE**

THIS AGREEMENT, entered into as of this ____ day of _____, 2008, is between Eastern Idaho Technical College, herein known as “College” and the Eastern Idaho Technical College Foundation, Inc., herein known as “Foundation”.

WHEREAS, the Foundation was organized and incorporated in 1992 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the College.

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the College, and provide opportunities for students and a degree of institutional excellence unavailable with state funding levels.

WHEREAS, the Foundation is dedicated to assisting the College in the building of the endowment to address, through financial support, the long-term academic and other priorities of the College.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the College; soliciting cash, securities, real and intellectual property, and other private resources for the support of the College; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, furthermore, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Agreement, personnel experienced in planning for and managing private contributions and works with the College to assist and advise in such activities.

WHEREAS, the parties hereby acknowledge that they will at all times conform to and abide by, the Idaho State Board of Education's Governing Policies and Procedures, Gifts and Affiliated Foundations policy, § V.E., and that they will submit this Agreement for initial prior State Board of Education ("State Board") approval, and thereafter every two (2) years, or as otherwise requested by the State Board, for review and re-approval.

NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

Foundation's Purposes

The Foundation is the primary affiliated foundation responsible for securing, managing and distributing private support for the College. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and Bylaws, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the College from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the College; and (3) support and assist the College in fundraising and donor relations.

In carrying out its purposes the Foundation shall not engage in activities that conflict with (1) federal or state laws, rules and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) applicable policies of the State Board; or (3) the role and mission of the College.

ARTICLE II

Foundation's Organizational Documents

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the College and the State Board. All amendments of such documents shall also be provided to the College and the State Board. Furthermore, the Foundation shall, to the extent practicable, provide the College with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws.

ARTICLE III

College Resources and Services

1. College Employees.

a. *College/Foundation Liaison:* The College's President shall serve as the College's Liaison to the Foundation.

- i. The College's President shall be responsible for coordinating the College's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the College to the Foundation.
- ii. The College President or her/his designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the College to the the Foundation's Board of Directors regarding the College's coordination with the Foundation's fundraising efforts.

b. *Executive Director:* The *Executive Director* of the Foundation is an employee of the College loaned to the Foundation. All of the *Executive Director's* services shall be provided directly to the Foundation as follows:

- i. The *Executive Director* shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the *Executive Director* may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in iii below. The *Executive Director* shall be subject to the control and direction of the Foundation.
- ii. The *Executive Director* shall be an employee of the College and entitled to College benefits to the same extent and on the same terms as other full-time College employees of the same classification as the

Executive Director. The Foundation shall reimburse the College for all costs incurred by the College in connection with the College's employment of the *Executive Director* including such expenses as salary, payroll taxes, and benefits.

- iii. The Foundation and the College shall enter into a written agreement, in the form of Exhibit "A" hereto, establishing that the *Executive Director* is an employee of the College but subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the College with respect to the *Finance Director*, including the following:
 - 1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation Procedures and applicable law, such termination may include election by the Foundation for non-renewal of the Loaned Employee Agreement.
 - 2. Termination of the Loaned Employee Agreement in accordance with the Foundation procedures and applicable law shall also result in termination of any obligation of the College to employ the Loaned Employee, subject to applicable legal and procedural requirements of the State of Idaho and the College.
 - 3. Loaned Employee shall be subject to the supervision, direction and control of the Foundation Board of Directors and shall report directly to the Foundation president or her/his designee. Further, the Foundation shall have the primary role in hiring a Loaned Employee, subject to applicable State or College requirements.

c. *Other Loaned Employees.* Other loaned employees providing services pursuant to this Agreement shall also serve pursuant to a Loaned Employee Agreement, Exhibit "A", which shall set forth their particular responsibilities and duties.

d. *Other College Employees Holding Key Foundation or Administrative or Policy Positions:* In the event the College and the Foundation determine it is appropriate for one or more additional College employees who function in a key administrative or policy making capacity for the College (including, but not limited to, any College Dean or equivalent position)

to serve both the College and the Foundation, then, pursuant to Section V.E.2.c.1.a. of the Board Policy Statement, this Operating Agreement shall be amended to clearly set forth the authority and responsibilities of the position of any such College employee.

e. *Limited Authority of College Employees.* Notwithstanding the foregoing provisions, no College employee who functions in a key administrative or policy making capacity for the College (including, but not limited to, any College Dean or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.

2. Support Staff Services. The College shall provide administrative, financial, accounting, and development services to the Foundation, as set forth in the Service Agreement attached hereto as Exhibit "B" ("Service Agreement"). All College employees who provide support services to the Foundation shall remain College employees under the direction and control of the College, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the College the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Service Agreement. The portion of such costs shall be determined by the agreement of the Parties.

3. College Facilities and Equipment. The College shall provide the use of the College's office space, equipment and associated services to the Foundation's employees upon the terms agreed to by the College and the Foundation. The terms of use (including amount of rent) of the College's office space, equipment and associated services shall be as set forth in the Service Agreement, Exhibit "B" hereto.

4. No Foundation Payments to College Employees. Notwithstanding any contrary provision of this Agreement to the contrary, the Foundation shall not make any payments directly to a College employee in connection with any resources or services provided to the Foundation pursuant to this Article of this Operating Agreement.

ARTICLE IV

Management and Operation of Foundation

1. Gift Solicitation.

a. *Authority of College President.* All Foundation gift solicitations shall be subject to the direction and control of the College President.

b. *Form of Solicitation.* Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the

College; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

c. *Foundation is Primary Donee.* Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the College.

2. Acceptance of Gifts.

a. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the College, the Foundation shall obtain the prior written approval of the College, and where required by State Board policy, approval of the State Board. Similarly, the Foundation shall also obtain the prior written approval of the College of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the College.

b. *Acceptance of Gifts of Real Property.* The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the College shall be approved by the State Board before acceptance by the College and the Foundation. In cases where the real property is intended to be used by the College in connection with carrying out its proper functions, the real property may be conveyed directly to the College, in which case the College and not the Foundation shall be responsible for the due diligence obligations for such property.

c. *Processing of Accepted Gifts.* All gifts received by the College or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office in accordance with the Service Agreement.

3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the College on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

a. *Restricted and Unrestricted Gift Transfers.* The Foundation may make restricted donations to the College. Such donated funds will only be expended by the College pursuant to the terms of such restrictions. The Foundation may also make unrestricted donations to the College. Such donated funds will be expended under the oversight of the College President in compliance with state law and College policies. All expenditures notes in this section must comply with the I.R.S. 501(c)(3) code and be consistent with the Foundation's sole mission to support the College.

4. Foundation Expenditures and Financial Transactions.

a. *Signature Authority.* The Foundation designates the Foundation Treasurer as the individual with signature authority for the Foundation in all financial transactions. The Foundation may supplement or change this designation with written notice to the College; provided, however, in no event may the person with Foundation signature authority for financial transactions be a College employee nor a “Loaned Employee” as that term is used in this Agreement.

b. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

5. College Report on Distributed Funds. On a regular basis, which shall not be less than annually, the College shall report to the Foundation on the use of restricted and unrestricted funds transferred to the College. This report shall specify the restrictions on any restricted funds and the uses of such funds.

6. Transfer of College Assets to the Foundation. No College funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

- a. A donor inadvertently directs a contribution to the College that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an institutional account, and State Board approval will be required prior to the College's transfer of such funds to the Foundation.
- b. The College has gift funds that were originally transferred to the College from the Foundation and the College wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
- c. The institution has raised scholarship funds through an institution activity and the institution wishes to deposit the funds with the foundation for investment and distribution consistent with the scholarship nature of the funds.
- d. Transfers of a *de minimis* amount not to exceed \$10,000 from the institution to the Foundation provided such funds are for investment by the Foundation for scholarship or other general College support purposes. This exception shall not apply to payments by the institution to the Foundation for obligations of the institution to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some Foundation expenses may be paid through the College such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis. Further, the Foundation shall make data available to external auditors as necessary to complete audit responsibilities.

8. Insurance. To the extent that the Foundation is not covered by the State of Idaho Retained Risk program, the Foundation shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Foundation shall also maintain general liability coverage.

9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "C"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the College any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".

10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation which are attached hereto as Exhibit "D" and the Foundation's Amended and Restated Bylaws which are attached as Exhibit "E." The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the College and the State Board.

11. Conflicts of Interest and Ethical Conduct. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is set forth as Exhibit "E", and the Foundations Code of Ethical Conduct is set forth as Exhibit "F".

ARTICLE V

Foundation Relationships with the College

1. Access to Records. Subject to recognized legal privileges, each Party shall have the right to access the other Party's financial, audit, donor and related books and records as needed to properly conduct its operations.

2. Record Management.

a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the College shall be limited to the College's President and any designee of the College's President.

b. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.

c. Except to the extent that records are confidential (including confidential donor information), the Foundation agrees to be open to public inquiries for information that would normally be open in the conduct of College affairs and to provide such information in a manner consistent with the Idaho Public Records Law, set forth in Idaho Code Sections 9-337 – 9-350, except where otherwise required by state and federal law.

3. Name and Marks. Each Party hereby is granted a general, non-exclusive, royalty-free license to use the corporate name of the other, specifically: "Eastern Idaho Technical College" and "Eastern Idaho Technical College Foundation" in all activities conducted in association with or for the benefit of the other. Use of the other Party's name must be in manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party. Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified corporate name. Use of other marks must receive prior written approval.

4. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

5. Establishing the Foundation's Annual Budget. The Foundation shall provide the College with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board of Directors will vote to accept such operating budget. Any of the College's funding requests to the Foundation shall be communicated in writing to the Foundation's Treasurer and Assistant Treasurer by March 1 of each year.

6. Attendance of College's President at Foundation's Board of Director Meetings. The College's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.

7. Supplemental Compensation of College Employees. Any supplemental compensation of College employees by the Foundation must be preapproved by the State Board.

Any such supplemental payment or benefits must be paid by the Foundation to the College, and the College shall then pay compensation to the employee in accordance with the College's normal practice. No College employee shall receive any payments or other benefits directly from the Foundation.

ARTICLE VI

Audits and Reporting Requirements

1. Fiscal Year. The Foundation and the College shall have the same fiscal year.
2. Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit will be provided on a timely basis to the College's President and the Board, in accordance with the Board's schedule for receipt of said annual audit. The Foundation's Annual Statements may be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the College as defined by the Government Accounting Standards Board (GASB). Accordingly, the College is required to include the Foundation in its Financial Statements which follow a GASB format. Therefore, if the Foundation presents its audited Financial Statement under FASB, Schedules reconciling the FASB Statements to GASB standards must be provided in the detail required by GASB Standards. The annual audited Financial Statements and Schedules shall be submitted to the College's fiscal office in sufficient time to incorporate the same into the College's statements.
3. Separate Audit Rights. The College agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the College's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the College and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records.
4. Annual Reports to College President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the College President and the State Board setting forth the following items:
 - a. the annual financial audit report;
 - b. an annual report of Foundation transfers made to the College, summarized by College department;
 - c. an annual report of unrestricted funds received by the Foundation;
 - d. an annual report of unrestricted funds available for use during the current fiscal year;

- e. a list of all of the Foundation's officers, directors, and employees;
- f. a list of College employees for whom the Foundation made payments to the College for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
- g. a list of all state and federal contracts and grants managed by the Foundation;
- h. an annual report of the Foundation's major activities;
- i. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the College; and
- j. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

ARTICLE VII

Conflict of Interest and Code of Ethics and Conduct

1. Conflicts of Interest and Code of Ethics and Conduct Policy Statement. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is set as Exhibit "F", and its Code of Ethics and Conduct is set forth as Exhibit "G".

2. Dual Representation. Under no circumstances may a College employee represent both the College and the Foundation in any negotiation, sign for both entities in transactions, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the College and the Foundation. This shall not prohibit College employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval and use.

3. Contractual Obligation of College. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the College without first obtaining the prior written approval of the College and, if applicable under law or policy, the State Board of Education. College approval of any such contract shall comply with policies of the State Board of Education with respect to approval of College contracts.

4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the College's use without first obtaining

approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the College shall notify the State Board and where appropriate, the Idaho Legislature, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the College's use shall be a coordinated effort of the College and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

ARTICLE VIII

General Terms

1. Effective Date. This Agreement shall be effective on the date set forth above.

2. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both parties. In addition, either party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either party may terminate this Operating Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting party specifying the nature of the default. Should the College choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the College to pay, within 180 days of written notice, all debt incurred by the Foundation on the College's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the College that is not cured within the time frame set forth above, the College may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event the parties are unable to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

3. Board Approval of Operating Agreement. Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved to the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every two (2) years or more frequently if otherwise requested by the State Board.

4. Modification. Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.

5. Providing Document to and Obtaining Approval from the College. Unless otherwise indicated herein, any time documents are to be provided to the College or any time the College's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the College's President or an individual to whom such authority has been properly delegated by the College's President.

6. Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise indicated herein, any time documents are to be provided to the Foundation or any time the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.

7. Notices. Any notices required under this agreement may be mailed or delivered as follows:

To the College:

Burton L. Waite, President
Eastern Idaho Technical College
1600 S. 25th E.
Idaho Falls, ID 83404

To the Foundation:

Melissa Bean, Executive Director
Eastern Idaho Technical College Foundation, Inc.
1600 S. 25th E.
Idaho Falls, ID 83404

8. No Joint Venture. At all times and for all purposes of this Memorandum of Understanding, the College and the Foundation shall act in an independent capacity and not as an agent or representative of the other party.

9. Liability. The College and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.

10. Indemnification. The College and the Foundation each agree to indemnify, defend and hold the other party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This

indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this Operating Agreement shall be construed to extend to the College's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

11. Dispute Resolution. The parties agree that in the event of any dispute arising from this MOU, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the parties. If the staff cannot resolve the dispute, the dispute will be referred to the Chair of the Foundation and the College President. If the Foundation and College President cannot resolve the dispute, then the dispute will be referred to the Foundation Chair and the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unsolved, then, in such case, either party shall have the right to initiate litigation arising from this MOU. In the event of litigation, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

12. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and/or Articles of Incorporation, should the Foundation cease to exist or cease to qualify as an Internal Revenue Code §501(c)(3) organization, the Foundation will transfer its assets and property to the College, to a reincorporated successor Foundation organized to benefit the College, or to the State of Idaho for public purposes, in accordance with Idaho law.

13. Assignment. This Agreement is not assignable by either party, in whole or in part.

14. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

15. Severability. If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

16. Entire Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the College and the Foundation have executed this agreement on the above specified date.

Eastern Idaho Technical College

By: _____
Its: President

Eastern Idaho Technical College Foundation, Inc.

By: _____
Its: President

EXHIBIT "A"

Loaned Employee Agreement

EXHIBIT "A"

**AGREEMENT FOR LOANED EMPLOYEE
EASTERN IDAHO TECHNICAL COLLEGE-EASTERN IDAHO TECHNICAL
COLLEGE FOUNDATION, INC.**

THIS AGREEMENT is entered into by and between EASTERN IDAHO TECHNICAL COLLEGE, a state educational institution, and a body politic and corporate organized and existing under the laws of the state of Idaho ("College"), and EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC., a private nonprofit corporation ("Foundation").

BACKGROUND

A. The Foundation, incorporated as a 501(c)(3) organization in 1992, raises and manages private funds for the benefit of the College, and

B. The College has agreed to loan its employee, **** ("Loaned Employee"), to the Foundation to act in the capacity of **** for the Foundation.

AGREEMENT

The parties agree as follows:

1. Relationship between Loaned Employee and the College.

a. Loaned Employee may be an exempt, fiscal year employee of the College subject to all applicable policies and procedures of the Board and the College, or a classified employee subject to the applicable State of Idaho, State Board and/or College rules and procedures.

b. Loaned Employee will be paid at a fiscal year salary rate of \$****, payable on the regular bi-weekly paydays of the College. Loaned Employee will be entitled to College benefits to the same extent and on the same terms as other full-time College employees of her/his classification.

c. The College shall be responsible for the payment of all salary and benefits to Loaned Employee. The College shall be responsible for all payroll-related taxes, benefits costs, and other related payroll costs arising out of the Loaned Employee's employment with the College.

2. Relationship between the Foundation and Loaned Employee.

a. Loaned Employee will work full time and shall be under the exclusive supervision, direction and control of the Foundation Board of Directors during the performance of her/his duties under this Agreement. Loaned Employee will report directly to the Foundation Chairman or her/his designee, who shall determine her/his duties. Loaned Employee will be considered a loaned employee under the workers' compensation law of the State of Idaho.

b. The Foundation is solely responsible for payment of income, social security, and other employment taxes, if any, due to the proper taxing authorities arising from its payment of reimbursements to Loaned Employee. The Foundation agrees to indemnify, defend, and hold the College harmless from any and all liabilities, losses, claims or judgments relating to the payment of these taxes.

c. No later than ninety (90) days prior to the end of the term of this Agreement, and each subsequent term, if any, The Foundation will evaluate the performance of Loaned Employee. In the case where the Loaned Employee is a classified employee, such evaluation shall occur in accordance with rules and procedures applicable to such employees. The Foundation will provide a copy of the evaluation document to the College no later than fourteen (14) days after the evaluation is completed.

d. The Foundation may terminate or non-renew Loaned Employee's employment contract, or discipline Loaned Employee in accordance with the Foundation's procedures and applicable law, any such termination or non-renewal shall constitute grounds for termination, non-renewal or discipline of Loaned Employee by the College. Provided however, particularly when the Loaned Employee is a classified employee, any contemplated termination shall be subject to applicable legal and procedural requirements of the State of Idaho and the College.

3. Relationship between the Foundation and the College.

a. The College will pay one hundred percent (100%) of the total cost of Loaned Employee's salary and benefits. The Foundation will reimburse the College for costs associated with Loaned Employee's travel approved by the Foundation. Such costs will be billed regularly and paid to the College.

b. The College shall maintain accurate books and account records reflecting the actual cost of all items of direct cost for which payment is sought under this Agreement. At all reasonable times, the Foundation shall have the right to inspect and copy said books and records, which the College agrees to retain for a minimum period of one year following the completion of this Agreement.

c. The furnishing of Loaned Employee shall not be considered a professional service of the College. At no time during the performance of this Agreement shall the

Loaned Employee receive or act under instructions from the College regarding the work performed on behalf of the Foundation.

d. The College shall have no liability to the Foundation for loss or damage growing out of or resulting from the activities of the Loaned Employee. The Foundation therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, the College, its governing board, officers, employees, and agents, and the Loaned Employee from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, including but not limited to injuries (including death) to persons and for damages to property (including damage to property of the Foundation or others) arising out of or in connection with the activities of the Loaned Employee under this Agreement. The limitation on liability and any agreement to defend, indemnify, or hold harmless expressed in the Agreement shall apply even in the event of the fault or negligence of the Loaned Employee.

4. General Terms

a. Term, Termination. This Agreement will terminate on the same day as Loaned Employee's contract as an exempt employee of the College terminates, or in the case of classified employees, after applicable rules and procedures have been followed, or upon Employee's resignation or other separation from employment, whichever is earlier. By mutual written consent, in conjunction with any renewal of the Loaned Employee's contract as an exempt employee of the College, the parties may extend the term of this Agreement for a term equal to the term of the exempt Loaned Employee's renewed contract with the College, or in the case of a classified employee, continued into the next ensuing fiscal year, such that the term of this Agreement shall always be equal to the term of Loaned Employee's status as an exempt or classified employee of the College. The Loaned Employee remains subject to all applicable Board and College policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline for adequate cause, and where applicable, rules and procedures pertaining to classified employees.

b. Governing Law. This Agreement will be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho. The venue for any legal action under this Agreement shall be in Bonneville County.

c. Notice. 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:

To Foundation:

Eastern Idaho Technical College Foundation, Inc. Phone: (208) 524-3000
Chairman Fax: (208) 524-0429
1600 S. 25th E.
Idaho Falls, ID 83404

To the College:

Eastern Idaho Technical College Phone: (208) 524-3000
President Fax: (208) 524-0429
1600 S. 25th E.
Idaho Falls, ID 83404

To the Loaned Employee:

Last address on file with College's Human Resources

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

d. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

e. Attorney's Fees. In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

EASTERN IDAHO TECHNICAL COLLEGE

Burton L. Waite, President

Date:_____

| EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.

Chairman

Date: _____

| LOANED EMPLOYEE concurrence and commitment:

Date: _____

EXHIBIT "B"

Service Agreement

EXHIBIT “B”

SERVICES AGREEMENT

**EASTERN IDAHO TECHNICAL COLLEGE – EASTERN IDAHO TECHNICAL COLLEGE
FOUNDATION, INC.**

THIS SERVICES AGREEMENT is entered into by and between Eastern Idaho Technical College, a state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (“College”), and EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC., a private nonprofit corporation (“Foundation”).

- A. The College agrees to provide to the Foundation the following administrative, financial, accounting, and investment support services.
 - 1. Administrative support for reconciliation between appropriate Foundation and College accounts such as scholarship and spendable accounts and appropriate revenue reports between the Foundation and the College, assist with transfer of gift funds to the College, assist with monitoring gift fund use to ensure compliance with wishes of donors, Foundation policies and applicable laws.
 - 2. Administrative support for Foundation gift acceptance committee including analysis for evaluation of proposed gifts of real estate and analysis of gifts with unusual restrictions and/or financial/legal consequences, assist with transfers of gifted marketable securities and approved real estate to the Foundation, assist with receipt of distributions from estates and trusts to the Foundation.
 - 3. Administrative support for the initial receipt and logging of gifts and other Foundation receipts.
- B. All College employees who provide support services to the Foundation shall remain College employees under the direction and control of the College.
- C. The College will supply the facilities, equipment, software and operating supplies necessary for the College employees supplying the above support services to the Foundation, the nature and location of which shall be in the College’s discretion. In addition, the College shall furnish office space and office equipment for use by the “loaned employees”, the nature and location of which shall be subject to agreement of the parties.
- D. The Foundation will reimburse directly to the College amounts for the operating supplies provided to the Foundation pursuant to the Service Agreement.

This Services Agreement shall be effective as of the date of the last signature thereto and shall continue in annual terms matched to the College’s fiscal year until terminated by either party. This Services Agreement may be terminated by either party upon written notice of termination, such termination to be effective 30 days after notice thereof. This Services Agreement shall also terminate at the same time as any termination of the Operating Agreement between the College

and the Foundation dated _____. In the event of termination, all obligations of the parties hereto shall cease as of the date of termination except for obligations for payment or reimbursement which accrued prior to the date of termination.

EASTERN IDAHO TECHNICAL COLLEGE

Burton L. Waite, President

Date:_____

EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.

Foundation Chairman

Date:_____

EXHIBIT "C"

Investment Policy

Eastern Idaho Technical College Foundation, Inc.

Statement of Investment Policy and Guidelines

Approved by the EITC Foundation Board

September 9, 2008

The following Investment Guidelines have been established by the Eastern Idaho Technical College Foundation, Inc., to provide guidance for the investment and reinvestment of the principal and income from its investment portfolio.

The purpose of these investment guidelines is to assure that funds be invested in high-quality securities in a manner that provides capital preservation, minimum levels of risk with a reasonable return and necessary liquidity.

Investment Objectives

The long-term objective is a preservation of capital with a maximum total return from income and appreciation. The goal is to achieve a total portfolio return in excess of 8%. Secondly, the total return performance of the fixed income portfolio will attempt to achieve a total return that exceeds an index of like securities. Thirdly, the equity portfolio will attempt to achieve a total return equal to or greater than the total return of the S&P500 for stocks, and the EAFEⁱ for international investment.

Authorities and Responsibilities of the Investment Manager(s)

Subject to the terms and conditions of this statement, the investment manager(s) shall have the full discretionary power to direct the investment and reinvestment of assets under its management. The EITC Foundation Finance and Investment Committee expects that the investment manager(s) will recommend changes to this statement at any time when the investment manager(s) views any part of this statement to be at variance with overall market and economic conditions. A copy of this investment policy statement shall be provided to any investment manager. For purposes of this paragraph, investment manager does not include a manager of mutual funds.

Portfolio Guidelines

1. Investments shall be limited to the following:
 - a. Obligations of the United State Treasury, including United States Treasury bills, United States Treasury notes, and United States Treasury bonds.

ⁱ The **EAFE Stock Index** tracks the Europe, Australasia, and Far East (EAFE) stock index. The EAFE Index is primarily composed of around 20,000 securities from over 20 countries.

- b. Obligations issued by or fully guaranteed to principal and interest by the following agencies or instrumentalities of the United States in which a market is made by a primary reporting government securities dealer: Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Government National Mortgage Association, or the World Bank.
- c. Repurchase agreements with the primary-reporting dealers, acting as principal for securities of the United States Treasury, and only if safekeeping receipt of a correspondent banking institution supports the securities. The value of the security shall always equal or exceed the repurchase price. Master Repurchase Agreement facilities, which are supported by a third party custodian. Collateral relationships are approved.
- d. Zero coupon “stripped securities” when the securities otherwise meet the requirements of these investment guidelines.
- e. Negotiable or non-negotiable certificates of deposit in amounts not to exceed \$100,000 principal plus interest unless the certificates of deposits are fully collateralized with obligations of the United States Treasury.
- f. Banker’s acceptances that are eligible for discount at a Federal Reserve Bank.
- g. Money Market Funds, but only if the underlying securities and obligations conform to the restrictions of the investment guidelines.
- h. Direct investment in commercial paper, which is rated at least P-1 by Moody’s Investor Services or A-1 by Standard and Poors, Inc.
- i. Corporate debt obligations which are rated a least A by either Moody’s Investor Services or Standard and Poors, Inc., at the time of purchase. Downgrades will be discussed with the EITC Foundation Finance and Investment Committee.
- j. The investment manager(s) may invest in mutual funds or pooled savings accounts for which the investment manager(s) or its affiliate acts as investment advisor, manager, or sponsor, as designated by the Principal, if the underlying securities and obligations conform to the restrictions of these investment guidelines.
- k. Equity securities, which are listed on the New York Stock Exchange, the American Stock Exchange, or the NASDAQ. Equity securities may be purchased through pooled funds or as individual issues.

To assure capital preservation, the following diversification guidelines shall apply to the total holdings under the investment management accounts.

Asset Class	Preferred
-------------	-----------

Equities	45 - 55%
Fixed Income	35 – 45%
Cash & Equivalents	0 - 10%

The asset allocation will be reviewed every six months to take into consideration market conditions.

2. Other Restrictions. The investment manager(s) shall not utilize managed assets to:

- a. Make loans, unless otherwise provided in these investment guidelines.
- b. Borrow money or pledge or mortgage managed assets.
- c. Purchase securities on margins or make short sales.
- d. Purchase restricted securities.
- e. Write, purchase or sell puts, calls, warrants, or options.
- f. Hedges or derivatives.

Meetings of the Finance and Investment Committee

The Finance and Investment Committee shall review the portfolio's investment results at least semi-annually, and shall report its conclusions, either orally or in writing, to the EITC Foundation (EITCF) Board of Directors promptly. Written reports from all brokerage firms and investment managers shall be provided to the EITCF at least quarterly.

Performance Evaluation

The Finance and Investment Committee will monitor the portfolio's performance as described above, and will evaluate the overall success of the investment objectives outlined in this document over a three year moving average of the fund value based on the valuations of the account on June 30 of each of the previous three years. The annual grant allocation shall be at a rate of at least 5%. Allocations of additional amounts will be made on the basis of fund performance on the recommendation of the Finance Committee. The portfolio asset allocation between equity, fixed income and cash should also be reported on at least a semi-annual basis.

Delegation of Authority,

The EITC Foundation Board of Directors is a fiduciary, and the Finance and Investment Committee is responsible for directing and monitoring the investment management of EITCF assets. As such, the Finance and Investment Committee shall recommend that the

Board delegate certain responsibilities to professional experts in various fields. These include, but are not limited to:

1. Investment Management Consultant. The consultant may assist the Finance and Investment Committee in: establishing investment policy, objectives, and guidelines; selecting investment managers; reviewing such managers over time; measuring and evaluating investment performance; and other tasks as deemed appropriate.
2. Investment Manager. In the absence of direction from the Finance and Investment Committee the investment manager(s) has discretion to purchase, sell, or hold the specific securities that will be used to meet EITCF investment objectives.
3. Custodian. The custodian will physically (or through agreement with a sub-custodian) maintain possession of securities owned by EITCF, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out EITCF accounts.
4. Co-Trustee. The Finance and Investment Committee may ask the EITCF Board of Directors to appoint an outside individual or entity, such as a bank trust department to be co-trustee. The co-trustee will assume fiduciary responsibility for the administration of EITCF assets.
5. Additional specialists such as attorneys, auditors, actuaries, retirement plan consultants and others may be employed by EITCF Board of Directors to assist in meeting its responsibilities and obligations to administer EITCF assets in a prudent manner.

The Finance and Investment Committee will not reserve any control over investment decisions, with the exception of specific limitations described in these statements. Investment managers will be held responsible and accountable to achieve the objectives herein stated. While it is not believed that the limitations will hamper investment managers, each manager should request modifications which they deem appropriate.

If such experts employed are also deemed to be fiduciaries, they must acknowledge such in writing. All expenses for such experts must be customary and reasonable, and will be borne by EITCF as deemed appropriate and necessary.

Responsibility of the Investment Consultant(s)

The Investment Consultant's role, if one is assigned, is that of a non-discretionary advisor to the Finance and Investment Committee of EITCF. Investment advice concerning the investment management of EITCF assets will be offered by the Investment Consultant, and will be consistent with the investment objectives, policies, guidelines and constraints as established in this statement. Specific responsibilities of the investment Consultant include:

1. Assisting in the development and periodic review of investment policy.

- [2.](#) Conducting investment manager searches when requested by the Finance and Investment Committee.
- [3.](#) Providing “due diligence”, or research, on the Investment Manager(s).
- [4.](#) Monitoring the performance of the Investment Manager(s) to provide the Finance and Investment Committee with the ability to determine progress toward the investment objectives.
- [5.](#) Communicating matters of policy, manager research, and manager performance to the Finance and Investment Committee.
- ~~[4.6.](#)~~ Reviewing EITCF investment history, historical capital markets performance and the contents of this investment policy statement to any newly appointed members of the Finance and Investment Committee.

Liquidity

To minimize the possibility of a loss occasioned by the sale of a security forced by the need to meet a required payment, the Finance and Investment Committee will periodically provide investment manager(s) with an estimate of expected net cash flow. The Finance and Investment Committee will notify the investment manager(s) in a timely manner, to allow sufficient time to build up necessary liquid reserves.

To maintain the ability to deal with unplanned cash requirements that might arise, the Finance and Investment Committee requires that a minimum of 0-10% of EITCF assets shall be maintained in cash or cash equivalents, including money market funds or short-term U.S. Treasury bills.

Diversification for Investment Managers

The Finance and Investment Committee does not believe it is necessary or desirable that securities held by EITCF represent a cross section of the economy. However, in order to achieve a prudent level of portfolio diversification, the securities of any one company or government agency should not exceed 10% of the total fund, and no more than 30% of the total fund should be invested in any one industry. Individual treasury securities may represent 40% of the total fund, while the total allocation to treasury bonds and notes may represent up to 100% of EITCF aggregate bond position.

Submitted, Chair, EITC Foundation
Finance and Investment Committee

Approved, Chair EITC Foundation

EXHIBIT "D"

Articles of Incorporation

94861

**Department of State.****CERTIFICATE OF INCORPORATION
OF**COLLEGE OF EASTERN IDAHO FOUNDATION, INC.

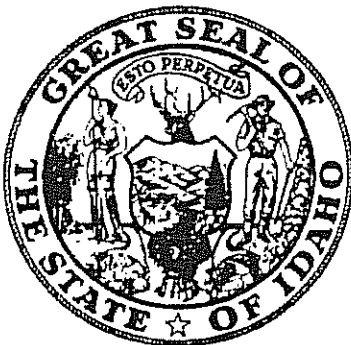
I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of _____

COLLEGE OF EASTERN IDAHO FOUNDATION, INC.

duly signed pursuant to the provisions of the Idaho Nonprofit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated March 27, 1991



SECRETARY OF STATE

Corporation Clerk

ARTICLES OF INCORPORATION

RECEIVED
SEC. OF STATE

OF

'91 MAR 27 AM 8 44

COLLEGE OF EASTERN IDAHO FOUNDATION, INC.

The undersigned, acting as incorporator of a non-profit corporation under the Idaho Non-Profit Corporation Act, adopt the following Articles of Incorporation for this non-profit corporation:

ARTICLE I

The name of this non-profit corporation shall be: College of Eastern Idaho Foundation, Inc.

ARTICLE II

The period of existence of this corporation shall be perpetual.

ARTICLE III

The address of the initial registered office of this corporation is: College of Eastern Idaho, c/o Dale W. Storer, P. O. Box 51630, 490 Memorial Drive, Idaho Falls, Idaho 83405-1630, and the name of the initial registered agent at such address is Dale W. Storer.

ARTICLE IV

The purpose of this corporation shall be to engage in non-profit activities for the establishment, development and improvement of the College of Eastern Idaho, including but

not limited to soliciting and receiving gifts, bequests and devises; to hold, use and manage monies and property, real and personal, of whatsoever kind or nature, exclusively for the benefit of the College of Eastern Idaho, its various vocational, technical and educational programs and its various services; to promote excellence, and to provide scholarships, grants-in-aid, loans and other financial assistance to students enrolled in the College of Eastern Idaho and any other purpose authorized for non-profit corporations by the Idaho Code, subject to the limitations set forth below. This corporation is organized exclusively for charitable and educational purposes.

ARTICLE V

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof. This corporation shall not substantially engage in disseminating propaganda or otherwise in attempting to influence legislation, nor shall it participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding the other

provisions of these Articles, this corporation shall not engage in any activities forbidden to be carried on (a) by a corporation exempt from the federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) or (b) by a corporation to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United states Internal revenue law).

Upon the dissolution of this corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of this corporation, dispose of all of the assets of the corporation exclusively for the purposes set forth in these Articles or by distributing the assets to any organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes who shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United states Internal Revenue law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such

organization or organizations, as the court shall determine, which are organized and operated exclusively for such purposes.

The corporation will distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, or corresponding section of any future federal tax code. The corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code, or corresponding section of any future federal tax code. The corporation will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, or corresponding section of any future federal tax code. The corporation will not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code, or corresponding section of any future federal tax code. The corporation will not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE VI

The corporation members shall consist of the Board of Directors, and such other persons selected for membership by the Board of Directors.

ARTICLE VII

Without limiting the general powers granted to this corporation by Idaho law, or infringing upon the powers

reserved to the Board of Trustees of the College of Eastern Idaho, the corporation shall have the following specific powers:

1. To administer any gifts, devises or like in accordance with the directions of various donors and testators and within the authority of this corporation.

2. To receive, acquire, hold, purchase, dispose of, convey, mortgage, lease and improve real and personal property; to sell, lease, assign, transfer, mortgage and convey any rights, privileges, franchise, real or personal property of the corporation, other than its franchise of being a corporation, and to purchase, guaranty, take, receive, subscribe for or otherwise acquire, or otherwise dispose of and otherwise use and deal in and with, shares or other interests in or obligations of other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality thereof.

3. To serve as agent for College of Eastern Idaho in the management and investment of property of any and all kinds heretofore acquired by said college which the Board of Trustees of such college district shall

determine to transfer to the corporation for such management and investment.

4. To determine, by a vote of at least two-thirds of the members of the corporation (1) that the purposes of any grant, gift, donation or devise have become unnecessary, undesirable, impractical, impracticable or impossible of fulfillment, or (2) that any beneficiary to which the income or principle of any gift is to be paid has become non-existent or has ceased its activities, or (3) that, for any reason, the applications provided by ant donor or testator have become impossible, impractical, unnecessary or undesirable. Upon such determinations, the corporation may apply the gift or devise to the general purposes of the corporation as hereinabove set forth.

5. To receive grants from the United States government or any other public or private corporation or entity, and to disburse such grants for the support of scientific, educational and research activities.

6. To make applications for and obtain patents, patent rights, and copyrights, for any inventions or publications and to hold and license patents and copyrights, provided, however, that all income from such patents or copyrights shall be devoted to the scientific,

charitable and educational purposes of the corporation and none of such income shall accrue to any officer, director or employee of the corporation except for remuneration for services or except as an inventor or author of a project.

7. To have and exercise all powers now or hereafter conferred upon non-profit corporations by the laws of the State of Idaho, subject to the provisions of these Articles and its Bylaws duly and regularly adopted, and to the powers reserved to the Board of Trustees of the College of Eastern Idaho.

8. Notwithstanding any other provisions of these Articles, the corporation shall not carry on, other than as an insubstantial part of its activities, any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Revenue law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

9. To defend any lawsuit filed against the corporation, and to initiate and carry on any legal suits necessary for the benefit of the corporation.

ARTICLE VIII

The corporation shall be initially governed by an interim Board of Directors who shall serve until the College of Eastern Idaho is established pursuant to Title Thirty Three, Chapter Twenty-one, Idaho Code, and a President of the College of Eastern Idaho is appointed. Such interim Board of Directors shall consist of no less than five (5) nor more than twenty-five (25) persons, residing within the Community College Area No. VI, as established by Idaho Code, Section 33-2101. Such interim Directors shall be appointed by the Mayor of the City of Idaho Falls, the incorporator herein and two members of the Mayor's Community College Committee chosen by the Mayor and the incorporator. Upon the establishment of the College of Eastern Idaho and appointment of its President, the interim Board of Directors shall appoint a permanent Board of Directors consisting of no less than five (5) and no more than thirty (30) persons including the following:

1. One (1) member elected biennially by the Board of Trustees of the College of Eastern Idaho, who shall be a trustee.

2. The President of the College of Eastern Idaho.

3. The Director of Development of the College of Eastern Idaho

4. Six (6) members at large shall be chosen from Idaho's Community College Area Number VI comprising the counties of Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, Teton and that portion of Bingham County not included in Area Number V. At least three (3) of such members shall reside within Bonneville County.

5. All other members at large from within or without the State of Idaho.

ARTICLE IX

The affairs of the corporation shall be managed by the Board of Directors. Bylaws of the corporation shall be adopted at the first organizational meeting of the interim Board of Directors. Successor directors shall be elected by a majority vote of a quorum of the Board. The number, terms and manner of election of the successor directors shall be as provided in the Bylaws of the corporation subject to these Articles of Incorporation.

The termination of the term of board members for any reason other than expiration of a regular term, resignation or death, shall be by an expulsion vote of a two-thirds majority of the remaining members.

Vacancies other than by expiration of the regular term of office, shall be filled or left vacant by an affirmative vote of a majority of a quorum of the Board of Directors, but not less than (3) affirmative votes, as soon as possible after such termination of a membership and not later than the next regular meeting of the Board of Directors.

One half of said Board of Directors shall constitute a quorum, and a majority of any such quorum at a meeting duly convened shall have the power to act, except as these Articles otherwise specifically provide. Action of any kind may also be taken, without a meeting, by written resolution, setting forth the action, signed by all of the members. Each member shall be entitled to one vote and shall have the right to vote on all matters.

The Board of Directors may delegate to officers and committees powers to manage the affairs of the corporation, as may be provided in the Bylaws.

ARTICLE X

The annual meeting of the corporation shall be at such place and time as the President of the Foundation may notice; provided, however, the annual meeting shall be held not less than eight (8) nor more than sixteen (16) months from the time of the preceding annual meeting and, provided further the President of the Foundation or not less than eight (8) members of the Board of Directors may notice any special meeting.

Notice of any meeting shall be in writing sent not less than three (3) days before the meeting, if by telegram or telefax, or not less than ten (10) days if by mail, postage prepaid, certified mail, return receipt requested, addressed to the last known address of the Director to whom it is sent. Notice may be waived either before or after a meeting.

ARTICLE XI

The name and addresse of the incorporator of the corporation is:

Mr. Dale W. Storer
P. O. Box 51630
Idaho Falls, Idaho 83405-1630

ARTICLE XII

The names and addresses of the initial Board of Directors are:

Mr. Charles Rice
355 West 14th Street
Idaho Falls, Idaho 83402

Mr. Dale W. Storer
P. O. Box 51630
Idaho Falls, Idaho 83405-1630

Mr. John St. Clair
P.O. Box 51718
Idaho Falls, Idaho 83405-1718

Mr. Don Ofte
2910 Sunnybrook Lane
Idaho Falls, Idaho 83404

Mr. Frank Meikle
500 North Capital Avenue
Idaho Falls, Idaho 83402

ARTICLE XIII

All or any meetings of the members, or of the Board of Directors shall be held within the State of Idaho.

ARTICLE XIV

The Directors of this corporation shall not be personally liable for the debts, liabilities or obligations of this corporation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 25th day of March, 1991.


Dale W. Storer

AA097/DWSD

EXHIBIT "E"

Amended and Restated Bylaws

BYLAWS

EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.

Amended and Restated, June 2008

**ARTICLE ONE
NAME**

The name of the corporation is EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.

**ARTICLE TWO
PRINCIPAL OFFICES**

The principal offices of the Foundation shall be maintained at Eastern Idaho Technical College, 1600 South 25th East, Idaho Falls, Idaho 83404-5788.

**ARTICLE THREE
PURPOSES**

- A. To engage in nonprofit activities for the benefit of Eastern Idaho Technical College, including but not limited to, soliciting, receiving, and disbursing gifts, bequests, and devises to promote excellence in education and related activities, to provide scholarships, grants-in-aid, loans, and other financial assistance to students enrolled at Eastern Idaho Technical college and transacting any other business or performing any other activities authorized by Idaho law consistent with section 501(c)(3) of the Internal Revenue Code.
- B. To administer any gifts, devises, or like in accordance with the directions of donors, testators, or other benefactors.
- C. To receive, acquire, hold purchase, dispose of, convey, mortgage, lease, and improve real and personal property; to sell, lease, assign, transfer, mortgage, and convey any rights, privileges, franchise, real or personal property of the Foundation, other than its franchise of being a corporation; and to purchase, guaranty, take, receive, subscribe for or otherwise acquire or otherwise dispose of and otherwise use and deal in and with, shares or other interests in or obligations of other domestic or foreign corporations, associations, partnerships, or individuals; or direct or indirect obligations of the United States or any government, state, territory, government district or municipality, or any instrumentality thereof.

- D. The Foundation shall at all times comply with the intermediate sanction rules and regulations of the Internal Revenue Code in regard to transactions between the Foundation and disqualified persons, as set forth in detail at Article 8.
- E. To serve as agent for Eastern Idaho Technical College in the management and investment of property acquired for Eastern Idaho Technical College, as the governing board of the college shall determine to transfer to the Foundation for such management and investment. Nothing in this paragraph is intended to interfere with or usurp the power of the State Board of Education relating to real property of Eastern Idaho Technical College.
- F. To determine, by a vote of at least two-thirds of the directors of the Foundation:
 - 1. that the purposes of any grant, gift, donation, or devise have become unnecessary, undesirable, impractical, impossible of fulfillment or
 - 2. that any beneficiary to which the income or principal of any gift is to be paid has become non-existent or has ceased its activities, or
 - 3. that, for any reason, the applications provided by any donor have become impossible, impractical, unnecessary, or undesirable.

Upon such determinations, the Foundation may apply the gift or devise to the general purposes of the Foundation.

- G. To receive grants from the United States government or any other public or private corporation or entity, and to disburse such grants for the support of scientific, educational, and research activities.
- H. To make applications for and obtain patents, patent rights, trademarks and copyrights, for any inventions or publications and to hold them, provided, however that all income from assets of this kind shall be devoted to the scientific, charitable, and educational purposes of the Foundation and none of such income shall accrue to any officer, director, or employee of the Foundation except for payment for services or compensation as an inventor or author of a project.
- I. To have and exercise all powers now or hereafter conferred on nonprofit corporations by the laws of the state of Idaho, subject to the provisions of the articles of incorporation and these bylaws duly and regularly adopted, and to the powers reserved to the governing board of the Eastern Idaho Technical College.
- J. Notwithstanding any other provisions of the articles of incorporation, the Foundation shall not carry on, other than as an insubstantial part of its activities, any activities not permitted to be carried on;

1. by corporations exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future law) or
 2. by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future law).
- K. To defend any action filed against the Foundation, or any director carrying out duly authorized and sanctioned activities solely for the benefit of the Foundation, and to initiate and carry on any legal actions necessary for the benefit of the Foundation.

ARTICLE FOUR

RESTRICTIONS ON EARNINGS

No part of the net earning of the Foundation shall inure to the benefit of or be distributable to its directors, trustees, officers, or other private persons, except that the Foundation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the articles of incorporation. The Foundation shall not substantially engage in disseminating propaganda or otherwise in attempting to influence legislation, nor shall it participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding the other provisions of the articles of incorporation or these bylaws, the Foundation shall not engage in any activities forbidden to be carried on:

- A. by corporations exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future law) or
- B. by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future law).

On the dissolution of the Foundation, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the Foundation, dispose of all the assets of the Foundation exclusively for the purposes set forth in these articles or by distributing the assets to Eastern Idaho Technical College or its successor institution, and if there is none to any organization or organizations organized as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of the United States (or corresponding provisions of any future United States internal revenue law), as the board of directors shall determine. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the

Foundation is then located, exclusively for such purposes or to such organization or organizations, as the court shall determine, which are organized and operated exclusively for such purposes.

The Foundation will distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code, or corresponding section of any future Federal tax code. The Foundation will not engage in any act of self-dealing as defined in section 494(d) of the Internal Revenue Code, or corresponding section of any future Federal tax code. The Foundation will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, or corresponding section of any future Federal tax code. The Foundation will not make any investments in such manner as to subject it to tax under section 4944 of the Internal Revenue Code, or corresponding section of any future Federal tax code. The Foundation will not make any taxable expenditure as defined in section 4945(d) of the Internal Revenue Code, or corresponding section of any future Federal tax code.

ARTICLE FIVE

MEMBERS/DIRECTORS

The members of the Foundation are its Board of Directors. The Foundation shall be governed by a Board of Directors consisting of not fewer than five persons. The Board of Directors may determine the upper limit on the number of directors and may adjust the limit provided, however, no director may be removed from office by reduction in board size without the directors express consent. At least one more than a majority of the Board of Directors shall reside within Bonneville County.

The following persons shall be ex-officio Directors;

- A. The President of Eastern Idaho Technical College.
- B. A member of the Advisory Council of Eastern Idaho Technical College selected by that Advisory Council.
- C. The Executive Director of the Eastern Idaho Technical College Foundation

ARTICLE SIX

VOTING

Each Director shall have one vote at all meetings of the Board of Directors of the Foundation. Ex-officio Directors may provide consultation and advice to the board and may otherwise participate in all discussions at such meetings. Ex-officio members shall not have a vote.

**ARTICLE SEVEN
ELECTION OF DIRECTORS**

The Board of Directors may, from time to time, set the maximum number of Directors the Foundation shall have. No reduction in the size of the Board of Directors will operate to involuntarily reduce the term of office of any Director. The Board of Directors will select Directors to fill the board, to replace Directors whose terms have expired and to fill the terms of office of Directors who resign or are unable to complete the term of office the Director was elected to serve. Directors (of any category) may be elected at any regular or special meeting in a manner prescribed by these bylaws and resolution of the Board of Directors.

**ARTICLE EIGHT
CONFLICTS OF INTEREST**

- A. The Foundation shall at all times comply with the intermediate sanction rules and regulations of the Internal Revenue Code in regard to transactions between the Foundation and disqualified persons. All such transactions shall be for fair consideration, shall be fully disclosed to the Foundation's board of directors. Such transaction shall only be authorized if approved by the Board of Directors, acting with complete and relevant comparable information with regard to the subject matter, and shall be considered and approved without the participation or control over the disqualified person. Complete and accurate minutes shall be kept for all meetings in which such matter is considered.
- B. The following principles also apply:
1. A conflict of interest transaction is a transaction with the Foundation in which a director of the Foundation has a direct or indirect interest. A conflict of interest transaction is not voidable or the basis for imposing liability on the director if the transaction was fair at the time it was entered into or is approved as provided in subparagraph 2 of this paragraph.
 2. A transaction in which a director of the Foundation has a conflict of interest may be approved if the material facts of the transaction and the director's interest are disclosed or known to the board of directors or a committee of the board and the board or committee of the board authorized, approved or ratified the transaction
 3. For purposes of this section, a director of the Foundation has an indirect interest in a transaction if: (a) Another entity in which the director has a material interest or in which the director is a general partner is a party to the transaction; or (b) Another entity of which the director is a director, officer or trustee is a party to the transaction.

4. For purposes of subparagraph 2 of this paragraph, a conflict of interest transaction is authorized, approved or ratified, if it receives the affirmative vote of a majority of the directors on the board or on the committee, who have no direct or indirect interest in the transaction. The presence of, or a vote cast by, a director with a direct or indirect interest in the transaction does not affect the validity of any action taken under subparagraph 2 of this paragraph if the transaction is otherwise approved as provided in subparagraph 2 of this paragraph.

ARTICLE NINE TERMS OF OFFICE

- A. Active directors shall serve terms of three (3) years. One third of the initial board shall initially be elected for two (2), three (3), or four (4) year terms so as to stagger the expiration of offices. No director may serve more that two full three year terms in succession. After being off the board for a minimum of one (1) year a director may again be eligible for service with the same restrictions. Notwithstanding the foregoing, by a vote of three-fourths of the full Board of Directors, the term of a director may be extended for a specific period of time as determined by the nominating committee.
- B. A Director may be removed for cause, after notice and hearing before the Board of Directors, on the vote of three-fourths of the board present at a regular or special board meeting.
- C. Failure to attend at least three consecutive board meetings will constitute the members resignation from the board, unless the Director has been excused by the Chairperson of the Board or his/her designee.

ARTICLE TEN MEETINGS

- A. The annual meeting of the Board of Directors shall be held in November of each year, the day, hour, and place to be determined by the Chairperson of the Board of Directors of the Foundation. Officers and members of any committee established by these bylaws, or by resolution of the Board of Directors, shall be elected at the annual meeting and such other business as may be brought before the meeting may be transacted. Officers and committee members shall be elected for one year terms and shall assume the office or function at the conclusion of the annual meeting of their election.
- B. Special meetings of the Board of Directors may be held at any time and place designated by the Chairperson of the Board of Directors of the Foundation.

- C. One-half of the Board of Directors shall constitute a quorum at any meeting of the Board of Directors, and all questions shall be determined by a majority vote of the quorum unless provided otherwise in the articles of incorporation, these bylaws, or by resolution of the Board of Directors.
- D. Notice of each meeting, annual or special, shall be mailed by the secretary, or his/her designee, to each of the Directors or not less than ten (10) days preceding any such meeting. In the event the notice is of a special meeting, such notice shall indicate briefly the objectives of the meeting. The Directors may waive notice, in writing, of any such meeting, and if unanimous, such action shall be as effective and have the same force and effect as though all Directors have received notice in accordance with these bylaws. The Directors may set the time and place of meetings of the Board of Directors by resolution, in which case no notice of any such meeting shall be required.

**ARTICLE ELEVEN
OFFICERS**

- A. The Board of Directors shall elect from its number, a Chairperson of the Board, Vice-Chairperson, Secretary, and Treasurer. The board may elect such assistant officers or other officers it decides necessary to carry out the business of the Foundation. The office of Secretary and Treasurer may be combined and held by one person.
- B. The terms of office shall run for one (1) year. Any officer may be elected to consecutive terms in office.
- C. The Chairperson of the Board shall be the presiding officer, but in the Chairperson of the Board's absence, the Vice-Chairperson of the Foundation shall act as Chairperson. In the absence of both of the last mentioned officers from any such meeting, the board may appoint any member to act as Chairperson. The Executive Director of the Foundation or designee shall act as secretary of all meetings of the Board of Directors. In the event of the absence of the Executive Director at any such meeting, the presiding officer may appoint any person to act as secretary of the meeting. The Treasurer shall act as the custodian of financial records and the financial officer of the Foundation. The officers shall perform the traditional tasks assigned to those offices and such other duties as may be assigned by the Chairperson of the Board of Directors.

**ARTICLE TWELVE
EXECUTIVE COMMITTEE**

- A. The Executive Committee of the Board of Directors shall consist of the following:

1. All current officers of the Foundation, and
 2. Two other Directors elected by the Board of Directors at the annual meeting.
- B. The following who shall be ex-officio members of the Executive Committee with seat and voice on the committee but no vote:
1. The President of Eastern Idaho Technical College,
 2. The Executive Director of the Foundation, and
 3. The board member representing the Advisory Council of Eastern Idaho Technical College Advisory Council.
- C. The presence of at least one-half of the voting members of the committee shall constitute a quorum. The affirmative vote of a majority of the voting directors of the committee shall be necessary for the adoption of any resolution.
- D. The Executive Committee shall meet at the call of the Chairperson of the Board of the Foundation and minutes shall be reported to the next meeting of the Board of Directors for approval.
- E. The presence of at least one-half of the members shall constitute a quorum of the committee. The affirmative vote of a majority of the quorum shall be necessary for the adoption of any resolution.
- F. The executive committee shall have no authority to alter, amend, or repeal the articles or incorporation or bylaws, or to elect directors.

ARTICLE THIRTEEN
THE FINANCE COMMITTEE

- A. The Finance Committee of the Board of Directors shall consist of the following:
1. Chairperson of the Finance Committee, who shall be appointed by the Chairperson of the Board,
 2. Current Chairperson of the Board of the Foundation,
 3. Immediate Past Chairperson of the Board of Directors of the Foundation,
 4. The Secretary-Treasurer of the Foundation,

5. Two (2) Members-at-Large appointed by the Board of Directors of the Foundation,
 6. The Executive Director of the Foundation (ex-officio non-voting), and
 7. Portfolio Manager (ex-officio non-voting).
- B. The Finance Committee shall serve as Investment Advisors. The finance committee will develop an investment policy for a full Board approval, a plan and strategy to meet the objectives and criteria of that policy. The advisors will review and analyze portfolio assets, monitor performance, construct and maintain appropriate asset allocations and report performance to the Board of Directors of the Foundation.
- C. The Finance Committee shall solicit and evaluate written proposals for financial services, and subsequently make a recommendation to the Board of Directors for the hiring of financial portfolio manager(s). The Finance Committee shall conduct oversight of the financial portfolio management and keep the Foundation Board of Directors informed.
- D. The Finance Committee shall be convened at least quarterly and at the call of the Chairman of the Finance Committee. Minutes shall be kept by the Executive Director, or other designee, and filed in the Foundation minute book. The Finance Committee shall report such investment activity to the Board of Directors at the next regularly scheduled meeting.
- E. The presence of a majority of the voting members shall constitute a quorum of the committee. The affirmative vote of at least three-fourths of the members present shall be necessary for the adoption of any resolution..

ARTICLE FOURTEEN
THE FUND RAISING COMMITTEE

The Foundation Board of Directors shall serve as a committee of the whole for fund raising.

ARTICLE FIFTEEN
COLLEGE AND COMMUNITY ALLIANCE COMMITTEE

This committee shall be responsible for, and its duties will encompass, all aspects of community/college dialogue. The purpose of this committee is to broaden and nurture the visibility and integrity of the college with the various communities in the area. The committee shall encourage the college administration to strive to stay in tune with the needs of the people of the college area. The size of the committee shall be determined by,

and the members of the community appointed by, the Chairperson of the Board of Directors.

ARTICLE SIXTEEN
OTHER STANDING COMMITTEES

The Foundation should regularly form and staff scholarship and grants, nominating, public relations, donor relations, gifts, and bequests committees. The Foundation may appoint other committees when needed. The duties and functions of such committees shall be determined by the Board of Directors. The Board of Directors shall determine, by resolution, the size of each committee and manner of selection of the members.

ARTICLE SEVENTEEN
NOMINATING COMMITTEE

The nominating committee shall be responsible for, and its duties shall encompass, the nomination of officers for the Eastern Idaho Technical College Foundation Board of Directors and the nomination of individuals for directors of the Foundation Board on an annual basis. In addition, the nominating committee shall nominate individuals to fill director vacancies in a timely manner as the need arises. The committee shall analyze the expertise needed by the Foundation Board and make every effort to find qualified individuals to meet board needs. The committee shall consist of five members including the Chairman of the Board and the Executive Director of the Foundation. The Chairman of the Board shall appoint the additional members. The Executive Director does not have a vote on any matters presented to the nominating committee.

ARTICLE EIGHTEEN
AMENDMENT

These bylaws may be amended by a vote of two-thirds of the directors present at an annual meeting or at a special meeting of the Board of Directors if the amendment of the bylaws is the subject of the notice of the meeting.

ARTICLE NINETEEN
FISCAL YEAR

The Foundation's fiscal year shall end June 30.

Adopted by the Board of Directors on June 10, 2008.

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EXHIBIT "F"

Conflict of Interest Policy



EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION

FINANCE AND INVESTMENT

COMMITTEE

**STATEMENT OF
OPERATING POLICIES**

July 2008

("Master Copy" retained by Executive Director, EITC Foundation)



EITC Foundation

Finance and Investment Committee

Operating Policies

Background

The Eastern Idaho Technical College (EITC) Foundation Finance and Investment Committee ("Committee") was established by the Foundation Board ("Board") to oversee the management of Foundation assets and investments. Committee Members are appointed by the Board and serve at the pleasure of the Board. The Committee operates in accordance with the EITC Foundation's bylaws and within the framework of the EITC Foundation Investment Policy.

Overall Purpose of Document

The purpose of these Operating Policies are to summarize specific responsibilities delegated to the Committee, formalize general rules of conduct, provide guidelines for policy implementation, and describe the extent of any limitations on the direction given to those responsible for the investment of funds. The Operating Policies serve to communicate the Committee's expectations and other relevant information to those responsible for the investment of funds and/or those responsible for providing support to the Committee. This document may be amended at any time by a majority vote of the Committee, provided that any amendment is consistent with delegations authorized by the Board and the Foundation Investment Policy.

Organization

The Committee shall have all powers necessary to carry out its responsibilities. The Committee has the power and authority to delegate responsibilities among its members. The Committee may also designate certain of its members or others (Designated Persons) as authorized to execute any documents on behalf of the Committee, in which event the Committee shall notify the Chair and Treasurer of the EITC Foundation of such action and the name or names of such Designated Persons (Attachment A). Any other party dealing with the Committee may accept and rely upon any document executed by such Designated Persons as representing action by the Committee until the Committee revokes such authorization in writing.

Each Committee member will be fully indemnified and held harmless by the EITC Foundation under which there is incurred cost or liability for conduct in good faith of duties as a member of the Committee.

Operating Policies

The Committee (individually and collectively) shall:

1. Maintain an awareness of the status of EITC Foundation investments;



2. Establish, maintain and periodically review investment policies, monitoring guidelines and performance measurement criteria;
3. Invest EITC Foundation assets for the exclusive purpose of providing benefits to serve the EITC Foundation's purpose and for defraying reasonable operational and administrative expenses; and
4. The Committee, individually and collectively, shall not engage in individual investment selection as a general course of operations (individual investment selection will generally be delegated to investment advisors/managers, but exceptions may be appropriate for particular strategic decisions).

Committee Responsibilities

As outlined by the EITC Foundation bylaws and Investment Policy, the primary functions and responsibilities of the Committee shall relate to the investment and management of the EITC Foundation's assets. These responsibilities, as delegated by the Board, include but are not limited to the following areas:

1. Appoint and/or direct advisors, custodians, and investment managers to be responsible for the management and investment of the Foundation's assets and for establishing and communicating standards and criteria against which to monitor and evaluate their performance;
2. Appoint other parties to advise or assist the Committee in the performance of its responsibilities;
3. Execute investment manager agreements, investment advisor agreements, investment agreements, and all investment related agreements by the Committee, on behalf of the EITC Foundation;
4. Establish and maintain overall investment objectives and investment policies for the EITC Foundation through the adoption of a separate investment policy statement;
5. Select investments for the EITC Foundation's assets and monitoring their performance;
6. Review cash flow used to anticipate future funding requirements for scholarship and administrative expenses;
7. Recommend to the EITC Foundation Board future Committee members;
8. Provide periodic reports to the Board regarding the status of the EITC Foundation assets, investment managers and other parties engaged to provide services to the Foundation, investment performance, and funding requirements;
9. Attend meetings of the Committee;



10. Perform all other duties as delegated by the Board to the Committee, and
11. Review investment costs for appropriateness and reasonableness.

The Committee shall perform its responsibilities in accordance with, (i) its duty to act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and, (ii) its duty to diversify the investments of the EITC Foundation to minimize the risk of large losses.

Investment Responsibilities

Committee decisions shall give appropriate consideration to those facts and circumstances that given the scope of its investment duties, the Committee knows are relevant to the particular investment or investment course of action involved, including the role of the investment or investment course of action plays in that portion of the EITC Foundation's investment portfolios.

With respect to overseeing investment activities the Committee shall:

1. Establish objectives and strategies for investment in relation to the respective purposes of the EITC Foundation;
2. Establish and maintain investment policies and guidelines consistent with objectives for the portfolios;
3. Establish the appropriate risk profile for the overall securities portfolio;
4. Allocate assets, including establishing target allocations among the various classes of assets consistent with the EITC Foundation Investment Policy;
5. Determine appropriate investment styles to employ to accomplish the desired risk/return objectives;
6. Establish appropriate benchmarks related to asset allocations and investment styles;
7. Select investment manager(s) and/or advisor(s);
8. Monitor performance of investment manager(s) and/or advisor(s);
9. Evaluate risk characteristics of individual portfolios, and
10. Monitor and evaluate fees.

Reporting Responsibilities

The Committee, represented by its Chair or assigned Committee member, shall report at least semi-annually, or more often as required, to the Board. These



presentations should include, but not be limited to, the following with respect to the EITC Foundation assets:

1. EITC Foundation assets, operating and administrative expenses and costs of the investments (e.g., fees).
2. Asset allocation and diversification.
3. Review investment performance, measured in relation to benchmarks including peer group data.
4. Status of Committee organization and composition.
5. Summary of significant issues.

The Committee shall require its delegates to submit such reports as the Committee deems necessary to assist it in satisfying its monitoring obligations.

Conflicts of Interest

All Committee members and other persons acting as advisors, consultants, or delegates of the Committee shall adhere to the following:

1. Each person shall be alert to any potential conflicts of interest that may arise in conducting affairs for personal reasons and on behalf of the EITC Foundation. Personal interests shall not interfere with the application of unbiased and objective judgment to the management of the assets of the EITC Foundation.
2. Avoid communicating any information regarding investment transactions taking place on behalf of the EITC Foundation, other than disclosures to management of the College or other members of the Board for business purposes that are not inconsistent with the interests of the EITC Foundation.
3. If any person is uncertain about potential conflicts of interest under these guidelines, the question shall be brought to the attention of the Committee Chair for determination. A potential conflict involving the Committee Chair shall be brought to the attention of the Board Chair.
4. Be alert to any potential conflict of interest which may arise in conducting business on behalf of the EITC Foundation. In this connection, all Committee members, advisors and consultants are specifically prohibited from seeking or accepting gifts, favors, preferential treatment or special arrangements of material value from other persons, which are or could be viewed as an inducement for business.
5. Each Committee member should annually update the Statement Concerning Possible Conflict of Interest (Attachment C).



Self-Assessment

Annually, but no less frequent than every 18 months, the Committee shall conduct a self-assessment (Attachment D) to analyze how well the Committee meets a defined fiduciary standard of excellence and to improve the Committee's long-term investment performance.



Adoption of Operating Policies

The Operating Policies of the EITC Foundation Finance and Investment Committee are approved by

Committee Chair

EITC Foundation Finance and
Investment Committee

Date

EITC Foundation Chair

EITC Foundation Board of Directors

Date

EITC Foundation Vice Chair

EITC Foundation Board of Directors

Date

EITC Foundation Treasurer/Secretary

EITC Foundation Board of Directors

Date



Attachment A

Delegations of Authority (Committee Strategic Actions)

Delegated Authority	Persons Receiving Delegation*
Authority to implement Committee decisions to appoint, remove, and replace investment managers	Executive Director, EITC Foundation
Authority to make the necessary adjustments to non-policy portions of third-party agreements that are required to maintain efficient day-to-day investment operations	Executive Director, EITC Foundation
Authority to take action to safeguard assets	Executive Director, EITC Foundation

* The full Committee will be advised by the Executive Director as to actions taken as soon as administratively practicable.



Attachment A

Delegations of Authority (continued)

(Functional/Operational Responsibilities)

Delegated Authority	Persons Receiving Delegation
Authority to approve fee invoices charged by investment managers and other service providers.	Executive Director, EITC Foundation
Authority to execute incidental papers or to undertake other minor actions in order to implement, complete, or effectuate action of the Committee or of any delegate of the Committee as described in the foregoing delegations once such underlying actions has been properly taken.	Executive Director, EITC Foundation
Signature authority to execute any documents on behalf of the Committee relating to terms of agreement with investment managers.	Executive Director, EITC Foundation Chair, EITC Foundation Chair, Finance and Investment Committee, EITC Foundation Treasurer, EITC Foundation

Attachment B

Roles and Responsibilities of the Committee Chair

The Chair position is responsible for the integrity of the Committee's processes and has the following specific duties:

1. Acts as the spokesperson for the Committee on all matters.
2. Determines and approves that meeting's agenda in preparation for each Committee meeting.
4. Issues the call for meetings and ensures the agenda and pre-reading materials are distributed before the meeting.
5. Confirms that the meeting is duly convened and properly constituted.
6. Conducts the meeting according to the Committee's Operating Policies. In the absence of the Chair, the Committee member delegate presides at the meeting.
7. Decides points of order and other issues of procedure; the order of speakers; and when there has been sufficient discussion to call for a vote.
8. Puts motions and amendments to a vote and declares the result.
9. Ensures minutes for each meeting are kept and maintained.
10. Ensures delivery of the information that new members of the Committee need and, in conjunction with the Executive Director, EITC Foundation, conducts an orientation program for the new member.
11. Assures that semi-annual reports are provided to the Board.

**Attachment C****Statement Concerning Potential Conflict of Interest**

The undersigned acknowledges receipt of the EITC Foundation Finance and Investment Committee Operating Policies.

By my signature affixed below, I acknowledge my agreement with the spirit and intent of these policies and, I agree to report to the Committee Chair any possible conflicts (other than those stated below) that may develop before completion of the next annual statement.

- ☐ I am not aware of any conflict of interest
- ☐ I do or may have a conflict of interest in the following area(s) (list below):
 -
 -
 -

Name (please print): Date:

Signature

Attachment D

Self-Assessment of Committee Fiduciary Excellence^a

The following assessment is completed by the Committee and documented by Chair. Minority opinion on a response to a question shall be documented in the “comment” section. Each question is intended to be answered

<i>Self-Assessment Question</i>	<i>Yes/No</i>	<i>Comment</i>
Are investments managed in accordance with EITC Foundation Bylaws and Investment Policy?		
Are the roles and responsibilities of all involved parties defined, documented, and acknowledged?		
Is there no indication that fiduciaries and parties in interest are involved in self-dealing?		
Are service agreement and contracts in writing? Are they written without provisions that conflict with fiduciary standards of care?		
Has an investment time horizon been identified?		
Has a risk level been identified?		
Has an expected return to meet investment objectives been identified?		
Are selected asset classes consistent with the identified risk, return, and time horizon?		
Are selected asset classes consistent with implementation and monitoring constraints?		
Is there an Investment Policy Statement which contains the detail to define, implement, and manage a specific investment strategy?		
Is the investment strategy implemented in compliance with the required level of prudence?		

^a Concepts tailored from Self-Assessment of Fiduciary Excellence (SAFETM) for Investment Stewards, Fiduciary360, 2007

<i>Self-Assessment Question</i>	<i>Yes/No</i>	<i>Comment</i>
Are investment vehicles appropriate for the portfolio size?		
Is a due diligence process followed in selecting investment advisors and managers?		
Are there periodic reports comparing investment performance against an appropriate index, peer group and Investment Policy Statement objectives?		
Are periodic reviews made of qualitative and/or organizational changes of investment decision-makers?		
Are fees for investment management consistent with agreements and/or expectations?		
Overall Assessment of Committee effectiveness in meeting its responsibilities		

EXHIBIT "G"

Code of Ethics and Conduct

**Eastern Idaho Technical College Foundation
Code of Ethics**

I. Personal and Professional Integrity

All staff, board members and volunteers of The Eastern Idaho Technical College Foundation ("Foundation") act with honesty, integrity and openness in all their dealings as representatives of the Foundation. The Foundation promotes a working environment that values respect, fairness and integrity.

II. Governance

The Foundation has an active governing body that is responsible for setting the mission and strategic direction of the Foundation and oversight of the finances, operations, and policies of the Foundation. The governing body:

Ensures that its board members have the requisite skills and experience to carry out their duties and that all members understand and fulfill their governance duties acting for the benefit of the Foundation and its public purpose;

Has a conflict of interest policy that ensures that any conflicts of interest or the appearance thereof are avoided or appropriately managed through disclosure, recusal or other means; and

Is responsible for the hiring, firing, and regular review of the performance of the Foundation Executive Director, and ensures that the compensation of the chief executive officer is reasonable and appropriate;

Ensures that the Foundation Executive Director and appropriate staff provide the governing body with timely and comprehensive information so that the governing body can effectively carry out its duties;

Ensures that the Foundation conducts all transactions and dealings with integrity and honesty;

Ensures that the Foundation promotes working relationships with board members, staff, volunteers, and program beneficiaries that are based on mutual respect, fairness and openness;

Ensures that the Foundation is fair and inclusive in its hiring and promotion policies and practices for all board, staff and volunteer positions;

Ensures that policies of the Foundation are in writing, clearly articulated and officially adopted;

Ensures that the resources of the Foundation are responsibly and prudently managed; and,

Ensures that the Foundation has the capacity to carry out its programs effectively.

IV. Legal Compliance

The Foundation is knowledgeable of and complies with all laws, and regulations.

V. Responsible Stewardship

The Foundation manages its funds responsibly and prudently;

The Foundation spends a reasonable percentage of its annual budget on programs in pursuance of its mission;

The Foundation spends an adequate amount on administrative expenses to ensure effective accounting systems, internal controls, competent staff, and other expenditures critical to professional management;

The Foundation compensates staff, and any others who may receive compensation, reasonably and appropriately;

The Foundation has reasonable fund raising costs;

The Foundation prudently draws from endowment funds consistent with donor intent and to support the public purpose of the Foundation; The Foundations ensures that all spending practices and policies are fair, reasonable and appropriate to fulfill the mission of the Foundation; and,

All financial reports are factually accurate and complete in all material respects.

VI. Openness and Disclosure

The Foundation provides comprehensive and timely information to the public, the media, and all stakeholders and is responsive in a timely manner to reasonable requests for information. All information about the Foundation will fully and honestly reflect the policies and practices of the Foundation. Basic informational data about the Foundation, such as the Form 990, reviews and compilations, and audited financial statements will be available to the public. All solicitation materials accurately represent the Foundation's policies and practices and will reflect the dignity of program beneficiaries. All financial, organizational, and program reports will be complete and accurate in all material respects.

VII. Program Evaluation

The Foundation regularly reviews policy and procedure effectiveness and has mechanisms to incorporate lessons learned into future planning. The Foundation is committed to improving procedure and organizational effectiveness and develops mechanisms to promote learning from its activities and the field. The Foundation is responsive to changes in its field of activity and is responsive to the needs of its constituencies.

VIII. Inclusiveness and Diversity

The Foundation has a policy of promoting inclusiveness and its staff, board and volunteers reflect diversity in order to enrich its programmatic effectiveness. The Foundation takes meaningful steps to promote

inclusiveness in its hiring, retention, promotion, board recruitment and constituencies served.

IX. Fundraising

The Foundation is truthful in their solicitation materials. The Foundation respects the privacy concerns of individual donors and expends funds consistent with donor intent. The Foundation discloses important and relevant information to potential donors.

In raising funds from the public, the Foundation respects the rights of donors, as follows:

To be informed of the mission of the Foundation, the way the resources will be used and their capacity to use donations effectively for their intended purposes;

To be informed of the identity of those serving on the Foundation's governing board and to expect the board to exercise prudent judgment in its stewardship responsibilities;

To have access to the Foundation's most recent financial reports;

To be assured their gifts will be used for the purposes for which they were given;

To receive appropriate acknowledgement and recognition;

To be assured that information about their donations is handled with respect and with confidentiality to the extent provided by the law;

To expect that all relationships with individuals representing organizations of interest to the donor will be professional in nature;

To be informed whether those seeking donations are volunteers, employees of the Foundation or hired solicitors;

To have the opportunity for their names to be deleted from lists that the Foundation may intend to share; and,

To feel free to ask questions when making a donation and to receive prompt, truthful and forthright answers.

X. Grant-Making Guidelines

In making grants, the Foundation respects the rights of all divisions of the college as grantees as follows:

The Foundation has constructive relations with grant seekers based on mutual respect and shared goals;

The Foundation communicates clearly and on a timely basis with potential grantees;

The Foundation treats grant seekers and grantees fairly and with respect;

The Foundation respects the expertise of grant seekers in their fields of knowledge;

The Foundation seeks to understand and respect the organizational capacity and needs of grant seeking organizations; and,

The Foundation respects the integrity of the mission of grant seeking organizations.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

TAB	DESCRIPTION	ACTION
1	IDAHO STATE UNIVERSITY Head Men's Basketball Coach Contract	Motion to approve
2	UNIVERSITY OF IDAHO Head Women's Basketball Coach Contract	Motion to approve
3	PROPOSED AMENDMENTS TO BOARD POLICY – I.E. EXECUTIVE OFFICERS – 2ND READING	Motion to approve
4	PRESIDENTIAL COMPENSATION	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

IDAHO STATE UNIVERSITY

SUBJECT

Multi-year employment agreement for Joe O'Brien, Head Men's Basketball Coach

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.1.

BACKGROUND/DISCUSSION

Idaho State University is requesting approval for a three-year employment agreement for Joe O'Brien, Head Men's Basketball Coach (see Attachment 1). The employment agreement contains the duties, responsibilities and conditions of the employment. A model contract matrix of the employment agreement that identifies departures from the model contract form and provides justification for these changes is included as Attachment 2. The position is funded by state appropriated funds.

IMPACT

This contract will provide a stable coaching environment for the men's basketball program as well as stability and consistency for the Athletic Department.

ATTACHMENTS

Attachment 1	Employment Agreement	Page 3
Attachment 2	Model Contract Matrix Changes	Page 23

STAFF AND COMMENTS AND RECOMMENDATIONS

Supplemental compensation for Academic Progress Rate (APR) is immaterial and the target ranges of 50% to 80% are well below the actual APR of 80%-90% for 2008.

The liquidated damages of \$20,000 on a salary of \$102,752 appear small compared to those required under other coach contracts, however, this is a significant increase from the damages of \$6,000 on an \$80,000 salary approved June 2006.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University for a multi-year employment agreement as submitted for Joe O'Brien, Head Men's Basketball Coach (1.0 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

HEAD COACH EMPLOYMENT AGREEMENT

Joe O'Brien	Attachments 1 and 2
Position Title	Head Men's Basketball Coach
FTE	1.0
Term	36 months
Term of Contract	May 10, 2009 – May 9, 2012
Annual Salary	\$102,752.00
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See Attachment 1, Article III.C.

EMPLOYMENT AGREEMENT

This Agreement between Idaho State University (“*University*”) and Joe O’Brien, head men’s basketball coach (“*Coach*”) (each individually a “*Party*” and collectively, the “*Parties*”), takes effect on May 10, 2009 (“*Effective Date*”).

I. Engagement.

A. Definitions.

1. “*Director*” means University’s director of athletics.
2. “*Head*” means head coach of the Team (defined below).
2. “*President*” means University’s president.
3. “*Team*” means University’s intercollegiate men’s basketball team.

B. Employment. Under this Agreement, the University appoints Coach as its Head under a fixed term described below. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

C. Reporting Relationship. Coach reports and is responsible directly to the Director or the Director’s designee. Coach is also under the general supervision of the President. Coach must:

1. abide by any reasonable instruction of Director or the Director’s designee; and
2. confer with the Director or the Director’s designee on all administrative and technical matters.

D. Duties.

1. *In General.* Coach must:

- a. manage and supervise the Team; and
- b. perform any other duty in the University’s athletic program that the Director assigns and as this Agreement elsewhere describes.

2. *Non-Team Activity.* The University at any time has a right to reassign Coach to any duty at the University other than as Head. That reassignment:

- a. does not affect Coach’s primary compensation and benefits, but
- b. does cease Coach’s opportunity to earn supplemental compensation as provided in sections III.C.1 through III.C.7.

E. Suspension; Reassignment. The University has discretion at any time to suspend Coach from part or all of Coach’s duties, temporarily or permanently, with or without pay, or to reassign Coach to other duties.

II. **Effective Period.**

A. Definitions.

1. “*Board*” means the Idaho State Board of Education.
2. “*Term*” means a period during which the Agreement is in effect.

B. Term. The Term is three years, beginning on Effective Date, and expiring, without further notice to Coach, on May 9, 2012, unless earlier terminated as set forth further below.

C. Extension and Renewal.

1. *Procedure.* 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 Board’s prior approval.
2. *No Tenure Right.* This Agreement in no way grants to Coach a claim to tenure in employment. Coach’s service under this Agreement does not count in any way toward tenure at the University.

III. **Financial Matters.**

A. Definitions.

1. “*Annual Salary*” means a primary compensation amount corresponding to each consecutive twelve month period during the Term.
2. “*APR*” means a measurement that the NCAA (defined below) uses to track academic progress of NCAA-eligible student athletes and NCAA athletic programs.
3. “*Car Program*” means a University-administered program that provides vehicles for specified University personnel.
4. “*Conference*” means Big Sky conference.
5. “*Department*” means University’s athletics department.
6. “*NCAA*” means the National Collegiate Athletic Association.
7. “*NIT*” means National Invitational Tournament.
8. “*Personnel*” means Coach’s assistant coaches, any other employee for whom Coach is administratively responsible and Team members.
9. “*Tournament*” means men’s basketball post-season tournament.
10. “*Youth Camp*” means a boys’ youth basketball camp that the University operates at any location.

B. Regular Compensation. In exchange for Coach’s services and satisfactory performance of this Agreement, the University during the Term must provide to Coach:

1. **\$102,752.00** per year as an Annual Salary, payable in biweekly installments according to normal University procedures, subject to increase upon:
 - a. appropriate Director and President determination; and
 - b. Board approval;
 2. for Coach's actual participation in radio and television appearances:
 - a. each following per-year amount, which is considered salary for purposes of section V.A.2.a:
 - i. **\$22,500** for the Team's 2009-2010 season;
 - ii. **\$25,000** for the Team's 2010-2011 season; and
 - iii. **\$27,500** for the Team's 2011-2012 season; and
 - b. each above amount being payable:
 - i. no later than any next closest pay period after a corresponding season's final Team game; and
 - ii. with Coach's coordination;
 3. an opportunity to receive any employee benefit that the University makes generally available to its non-faculty exempt employees;
 4. an opportunity to receive any employee benefit that the Department makes generally available to its employees of a comparable level; and
 5. subject to availability, a courtesy car that the Director assigns to Coach through the Car Program during Coach's assignment as Head.
- C. Supplemental Compensation. Subject to conditions stated below, Coach has an opportunity to obtain additional compensation during the Term.
1. *Eligibility*. As determined at the President's sole reasonable determination in consultation with the Director, Coach's right to receive any compensation item set forth under this section V.C and its subsections is contingent on the Coach's and Personnel's acceptable conduct:
 - a. on the University campus;
 - b. at University activities;
 - c. in the surrounding community; and
 - d. generally elsewhere.
 2. *Regular Season Title Bonus*. The University must pay to Coach an additional two week's pay of Coach's Annual Salary (*i.e.*, 2/52 x Annual Salary) for each year during which the Team wins a regular season Conference championship.
 3. *Tournament Bonuses*.
 - a. *Big Sky*. The University must pay to Coach an additional two week's pay of Coach's Annual Salary for each year during the

Term at which the Team upon the regular season's conclusion has either:

- i. won the Conference Tournament; or
 - ii. obtained an automatic NCAA Tournament berth otherwise (including any so-called "play-in" game in the NCAA tournament).
- b. NCAA Tournament. If the Team – either by automatic qualification or as an at-large choice – competes in the NCAA's Tournament, then University cumulatively also must pay Coach for advancing the tournament bracket as follows:

[For any "65 vs. 64" play-in game win			\$ 2,000.00]*
Round 1	64 teams	1 st win	\$ 5,000.00
Round 2	32 teams	2 nd win	\$10,000.00
Round 3	16 teams	3 rd win	\$12,000.00
Round 4	8 teams	4 th win	\$15,000.00
Round 5	4 teams	5 th win	\$20,000.00
Round 6	2 teams	6 th win	<u>\$30,000.00</u>

Possible national championship winner computation bonus total: **\$92,000.00-\$94,000.00***

* "play-in" game amount applies only if NCAA selects the Team and the Team wins that game

- c. NIT Tournament. If the Team competes in the NIT's Tournament, then University cumulatively additionally must pay Coach for advancing the tournament bracket as follows:

Round 1	32 teams	1 st win	\$ 2,000.00
Round 2	16 teams	2 nd win	\$ 3,000.00
Round 3	8 teams	3 rd win	\$ 4,000.00
Round 4	4 teams	4 th win	\$ 5,000.00
Round 5	2 teams	5 th win	<u>\$ 6,000.00</u>

Possible bonus computation total **\$20,000.00**
for winning NIT National Championship.

3. *Record Bonus.* Coach is eligible to receive non-cumulatively supplemental compensation for winning the following number of basketball games during any regular season.

18 wins	\$ 4,000.00
19 wins	\$ 5,000.00
20 wins	\$ 6,000.00
21 wins	\$ 7,000.00
22 wins	\$ 8,000.00
23 wins	\$ 9,000.00
24 wins	\$10,000.00
25 wins	\$11,000.00

4. *Team APR Bonus.* University's payment deadline for any amount specified under this paragraph is June 30th of a year after the Team has completed a season in which the Team has earned a specified APR ranking. Coach annually is eligible contingently to receive supplemental compensation for Team members' academic achievements. University must pay to Coach as indicated below for any year during the Term that the Team's four-year APR meets a NCAA's national ranking range within men's basketball listed below:

<u>Team APR Ranking</u>	<u>Incentive Pay</u>
50%-59%	\$1,000.00
60%-69%	\$2,000.00
70%-79%	\$3,000.00
80% or above	\$5,000.00

5. *Conference Recognition Bonus.* During any year under the Term that the Conference names Coach as its so-called "Coach of the Year," University additionally must pay Coach **\$2,500.00**.
6. *Home Attendance Bonus.* University must pay Coach as follows for any Term year that the official average Team game attendance that University reports to Conference officials for non-exhibition home games meets a range listed below:

<u>Average Attendance</u>	<u>Incentive Pay</u>
2,700-2,799	\$1,000.00
2,800-2,899	\$2,000.00
2,900-2,999	\$3,000.00
3,000-3,099	\$4,000.00
3,100+	\$5,000.00

7. *Summer Camp operated by University.* Despite its exclusive right to operate any Youth Camp, the University must allow Coach an opportunity as a University employee to earn compensation related to that camp.
- a. *Duties.* For any Youth Camp in which Coach chooses to participate, Coach's duties include:
- i. directing that camp's marketing, supervision, and general administration; and
 - ii. performing any other related obligation that the Parties mutually choose.
- b. *Payment.* In exchange for Coach's participation in any Youth Camp, the University additionally must:
- i. pay Coach any net revenues resulting from that camp, payable no later than thirty days after the camp ends; or
 - ii. upon the Coach's instruction, direct those net revenues as an enhancement to the men's basketball program budget at the University.

- c. Interruption. Upon any suspension, reassignment or Agreement termination, University:
 - i. is not under any obligation to permit Coach to hold a Youth Camp after that termination, suspension, or reassignment takes effect; and
 - ii. is released from all obligations relating to that camp.

D. General Conditions of Compensation.

- 1. *Deductions; Withholdings.* All compensation that University provides to Coach is subject to deductions and withholdings as required by law or the requirements of any fringe benefit in which Coach participates.
- 2. *Employee Benefits.* Any employee fringe benefit – based in whole or in part upon compensation that the University provides to Coach – is so based only under section III.B, unless a specific fringe benefit program requires otherwise. Coach’s right to that benefit through the University or Department is conditioned upon Coach having fulfilled each current or later-amended requirement set forth by that benefit’s provider.

IV. **Coach’s Professional Obligations.** Coach must cooperate fully with the University and Department at all times.

A. Definitions.

- 1. “*Benefactor*” means any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor providing any benefit to Coach.
- 2. “*Company*” means any entity that the University has selected to provide footwear, apparel or equipment applicable to the Agreement.
- 3. “*Deadline*” means the close of business on June 30th of each year or the last regular University work day preceding June 30th.
- 4. “*Mark*” means any University name, logo, trademark, trade name, or other University designation (including contraction, abbreviation or simulation).
- 5. “*Requirement*” means any applicable law or any policy, rule or regulation of the University, the Board, the Conference, or the NCAA, as further described in Exhibit A (attached and incorporated into this Agreement).
- 6. “*Violation Incident*” means any instance in which Coach has reasonable cause to believe that any person or entity has violated or is likely to violate any Requirement.

B. Coach’s Specific Duties and Responsibilities. In exchange for the compensation specified in this Agreement, and in addition to each obligation set forth elsewhere in this Agreement, Coach must:

- 1. devote Coach’s full time and best efforts to performing Coach’s Agreement duties;

2. develop and implement programs and procedures with respect to evaluating, recruiting, training, and coaching Team members that enable them to:
 - a. compete successfully; and
 - b. reasonably protect their health, safety, and well-being; and
3. observe and uphold the University's academic standards, requirements, and policies and encourage Team members to:
 - a. perform to their highest academic potential; and
 - b. graduate in a timely manner.

C. Outside Activities.

1. *Distractions.* Coach must not undertake any business, professional or personal activity or pursuit that would:
 - a. prevent Coach from devoting Coach's full time and best efforts to performing Coach's Agreement duties;
 - b. detract from those duties in any manner otherwise; or
 - c. at University's sole determination, reflect adversely upon the University or its athletic program.
2. *Allowable Involvement.* Upon prior written approval from the Director (who may consult with the President), Coach has a right to enter into any separate arrangement for an outside activity or endorsement that is consistent with this Agreement. Coach must obtain prior written approval from the Director and the President before using any Mark in connection with that arrangement.

D. NCAA Rules.

1. *Outside Income.* Under NCAA rules, Coach must:
 - a. obtain the President's written approval before receiving any athletically-related income or benefit from any source outside the University; and
 - b. report the source and amount of all that income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the Deadline.
2. *Format.* Coach must cause the above outside income report to be in a format reasonably satisfactory to University.
3. *Prohibited Sources.* Coach directly or indirectly must not accept or receive from any Benefactor any money, benefit, or gratuity, if its acceptance or receipt by Coach would violate any Requirement.

- E. Hiring Authority. Coach has the responsibility and sole authority to recommend to the Director any hiring or termination of any assistant coach for the Team. The Director makes any final decision to hire or terminate an assistant coach and –

when necessary or appropriate – that decision may be subject to the President's and Board's advance approval.

- F. Personnel Changes. A listing of each name or title of any employee whom Coach supervises is attached as Exhibit B (attached and incorporated into this Agreement), Coach promptly throughout the Term must provide an update to this listing upon any employment change under Coach's supervision. That updated listing supersedes each prior Exhibit B version and is automatically incorporated into this Agreement.
- G. Scheduling. Coach must propose to the Director or the Director's designee all scheduling of Team's competitions. As the University's signatory for each scheduling agreement, the Director or the Director's designee makes any final scheduling decision, which decision must not unreasonably contradict Coach's scheduling proposal.
- H. Other Coaching Opportunities. Coach during the Term must obtain the Director's approval before actively seeking, negotiating for, or accepting any basketball coaching employment at any other higher education institution. The University must ensure that the Director does not unreasonably withhold any approval described under this paragraph. Coach timely must keep the Director informed regarding any negotiation that Coach has begun as set forth above.
- I. Product Tie-Ins.
 - 1. *Exclusivity.* University has an exclusive right to select footwear, apparel or equipment for Coach, other staff and student-athletes to use during:
 - a. any official practices or game; and
 - b. any time when Coach or the Team is:
 - i. being filmed by motion picture or video camera; or
 - ii. posing for any photograph in Coach's and/or Team's capacity as University's representative.
 - 2. *Consultation.* Upon the University's reasonable request, Coach must provide services among the following:
 - a. consulting with appropriate parties concerning Company's product's design or performance;
 - b. instructing at a clinic sponsored in whole or in part by that Company;
 - c. presenting a lecture at an event sponsored in whole or in part by that Company, and
 - d. making any other educationally-related appearance that University reasonably requests.
 - 3. *Conflicts.* Despite the preceding sentence, Coach retains a right to decline any appearance that Coach reasonably considers to conflict with or hinder Coach's Agreement duties and obligations.

- a. Competitive Transactions. Coach diligently must avoid entering into any binding arrangement with a competitor of that Company. Coach must submit each proposed outside consulting agreement to the University for the Director's review and approval before signing it.
- b. Outside Income. Coach must also report that outside income to the University according to NCAA rules. Coach must not:
 - i. endorse any athletic footwear, apparel or equipment product, including its manufacturer or other merchandizing entity; or
 - ii. participate in any message or promotional appearance that contains a comparative or qualitative description of athletic footwear, apparel or equipment product.

J. Compliance. Coach must:

- 1. know, recognize, and comply with each Requirement;
- 2. supervise and take appropriate steps to ensure Personnel's knowledge, recognition and compliance of each Requirement; and
- 2. immediately report to the Director and to the Department's Director of Compliance any Violation Incident arising from any representative of the University's athletic interests.

V. **Termination.** Any for-cause ground, remedy or prohibition described under this Article also applies – at the University's discretion – to suspending or reassigning Coach as described in section I.E.

A. By University.

- 1. *For Cause.* The University at any time has a right to terminate this Agreement for good or adequate cause, as those terms are defined in applicable rules and regulations.
 - a. Additional Grounds. University's for-cause grounds to terminate also include the following:
 - i. any deliberate and major violation of Coach's Agreement duties or the refusal or unwillingness of Coach to perform them in good faith and to the best of Coach's abilities;
 - ii. Coach's failure to remedy any Agreement violation as of thirty days after University's written notice to Coach of that violation;
 - iii. any deliberate or major Requirement violation by Coach under this Agreement or during Coach's employment at another NCAA or NAIA member institution;
 - iv. ten working days' absence of Coach from duty under the Agreement without the University's consent;

- v. any conduct of Coach that constitutes moral turpitude or that University considers to reflect adversely on the University or its athletic programs;
 - vi. Coach's failure to represent positively the University and its athletic programs in any public or private forum;
 - vii. Coach's failure of Coach fully and promptly to cooperate with the NCAA or the University in any investigation of any Requirement's possible violation;
 - viii. Coach's failure to report a known Requirement violation by any Personnel; or
 - ix. any Violation Incident arising from Personnel, if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
 - b. Procedure. University has a right to terminate for good or adequate cause as follows:
 - i. before the termination takes effect, the Director or his designee provides Coach with notice as set forth in this Agreement, include any reason for the contemplated action;
 - ii. Coach then has an opportunity to respond; and
 - iii. after Coach responds or fails to respond, University must notify Coach whether, and if so, when the action has effect.
 - c. Effect of Termination. Upon University's termination for good or adequate cause:
 - i. the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, ceases as of the date of that termination; and
 - ii. University is not liable for the loss of any collateral business opportunity or other benefit, perquisite, or income resulting from any outside activity or other source.
 - d. NCAA Sanction. If Coach is found to violate any NCAA regulation, then along with Section V.A, Coach is subject to disciplinary or corrective action under NCAA enforcement procedures. This paragraph applies to any violation occurring at the University or at any previous institution at which the Coach was employed.
2. For Convenience. At any time during the Term, University has a right to terminate this Agreement for University's convenience by giving ten days' prior written notice to Coach. If University terminates this Agreement for its convenience, then:

- a. University must pay Coach any due amount under sections III.B.1 and III.B.2.a, excluding any deduction that law requires, on each regular University payday until the first of the following occurs:
 - i. the Term expires; or
 - ii. Coach obtains reasonably comparable employment;
- b. Coach is entitled to continue Coach's health insurance plan and group life insurance as if Coach remained a University employee until the first of the following occurs:
 - i. the Term expires; or
 - ii. Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance;
- c. Coach is entitled to no other compensation or fringe benefit, unless this Agreement provides or law requires otherwise;
- d. if Coach obtains employment at any lesser amount after that termination, then:
 - i. the amount that University must pay is adjusted and reduced by that lesser amount; and
 - ii. that adjusted compensation is to be calculated for each University pay-period by the following steps:
 - STEP 1: reducing the section III.B.1 amount (before any deduction that law requires) by Coach's gross compensation under the lesser employment; and
 - STEP 2: from this adjusted gross compensation, subtracting each legally-required deduction.
- e. Coach specifically must:
 - i. inform University no later than ten business days after obtaining any other employment; and
 - ii. advise University of the employment's nature, location, salary, compensation, health insurance, life insurance, other fringe benefits and each other relevant provision;
- f. any failure by Coach to so inform and advise University constitutes a material Agreement breach that ends University's payment obligation under this for-convenience termination provision; and
- g. Coach further must repay to University any compensation that University has paid to Coach:
 - i. after the date Coach obtains that other employment; and
 - ii. to which Coach is not entitled under this for-convenience termination provision.

C. Termination by Coach for Convenience.

1. *University Investment Interest.* The Coach recognizes that Coach's promise to work for University for the entire Term is this Agreement's essence. The Coach also recognizes that:
 - a. the University is making a highly valuable investment in Coach's employment by entering into this Agreement; and
 - b. University's investment would be lost if Coach resigns or terminates Coach's employment with the University before Term's expiration otherwise.
2. *Termination Right; Buyout.* The Coach has a right to terminate for Coach's convenience during the Term by giving prior written notice to the University. That termination takes effect ten days after Coach delivers that notice to the University. Unless that termination occurs in connection with Coach accepting a position with a National Basketball Association franchise or team after the Team has completed a then-current season and no later than the next Fall semester begins:
 - a. each University obligation ceases immediately when the termination takes effect;
 - b. Coach must pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement an applicable amount as described below:
 - i. the whole amount set forth in section III.B.1 for the then-current Term, if Coach terminates the Agreement on or before March 11, 2010;
 - ii. **\$20,000.00**, if the Agreement is terminated between March 12, 2010, and April 30, 2011, inclusive; or
 - iii. **\$10,000.00**, if the Agreement is terminated between May 1, 2011 and May 1, 2012, inclusive; and
 - c. liquidated damages are due and payable no later than twenty days after the termination takes effect and any unpaid amount bears simple interest at a rate of eight percent *per annum* until paid.

D. Termination due to Disability or Death of Coach. "*Function*" means an essential Head function under the Agreement.

1. *Automatic Termination.* Despite any other Agreement provision, this Agreement terminates automatically if Coach:
 - a. becomes totally or permanently disabled as the University's disability insurance carrier so defines;
 - b. becomes unable to perform any Function; or
 - c. dies.

2. *Death.* If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits cease as of the last day worked. But the University must pay the Coach's personal representative or other designated beneficiary any:
 - a. compensation due or unpaid; and
 - b. death benefit – due to the Coach's estate or any beneficiary under that estate – that is:
 - i. contained in any fringe benefit plan currently in force; or
 - ii. later adopted by the University as of that termination date.
 3. *Disability.* If this Agreement terminates because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform any Function, then:
 - a. University's duty to pay any salary or other benefit ceases; although:
 - b. the Coach remains entitled to receive:
 - i. any compensation due or unpaid; and
 - ii. any disability-related benefit to which Coach is entitled by virtue of employment with the University.
- E. Interference by Coach. Upon any termination by either Party, Coach must not:
1. interfere with the University's student-athletes; or
 2. obstruct the University's ability to transact business or operate its intercollegiate athletics program otherwise.
- F. No Liability. Irrespective of any circumstance, the University is not liable to Coach for any loss of any collateral business opportunity or other benefit, perquisite or income from any source that ensues:
1. as a result of any Agreement termination:
 - a. by either party; or
 - b. due to death or disability; or
 2. Coach's suspension or reassignment.
- G. Waiver of Rights.
1. *Unique Circumstances.* The Coach under this Agreement is receiving a multi-year commitment and an opportunity to receive supplemental compensation. Commitments and opportunities of this type are not customarily afforded to University employees.
 2. *Impact.* Recognizing that commitment and opportunity, under any circumstance that the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach:

- a. retains each right that this Agreement provides to Coach under that circumstance; but
- b. releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in:
 - i. the Board's governing policies and procedures manual; and
 - ii. the University's faculty-staff handbook.

VI. **Miscellaneous.**

A. Definitions.

- 1. "*Force Majeure*" means any prevention, delay or stoppage of a Party's Agreement performance due to any:
 - a. strike;
 - b. lockout;
 - c. labor dispute;
 - d. act of God;
 - e. inability to obtain labor or any material (or reasonable substitute for that labor or material);
 - f. governmental restriction;
 - g. governmental regulation;
 - h. governmental control;
 - i. enemy or hostile governmental action;
 - j. civil commotion;
 - k. fire; or
 - l. other casualty or cause beyond the Party's reasonable control.
- 2. "*Property*" means any key, credit card, personnel record, recruiting record, team information, film, statistic, material, data, information article, courtesy car or other personal property.

B. Board Approval. This Agreement has effect only after being approved by the Board and signed by both Parties as set forth below. In addition, University's duty to pay any Agreement compensation is subject to:

- 1. approval of the Board, the President, and the Director;
- 2. sufficiency of legislative appropriations;
- 3. University's receipt of sufficient funds in any account from which that compensation is to be paid; and
- 4. the Board's and University's rules regarding financial exigency.

C. University Property.

1. *Scope.* University owns any Property:
 - a. that University has furnished to Coach; or
 - b. that Coach develops:
 - i. on the University's behalf;
 - ii. at the University's direction;
 - iii. for the University's use; or
 - iv. in connection with Agreement employment otherwise.
2. *Return.* No later than twenty-four hours after the Term's expires or the Agreement earlier terminates, Coach immediately must cause any Property in Coach's possession or control to be delivered to the Director.

D. Assignment. Each Party must obtain the other Party's written consent before assigning its rights or delegating its obligations under this Agreement.

E. Waiver. A waiver of any default in performing under this Agreement takes effect only if in writing and signed by the waiving Party. That waiver does not constitute a waiver of any other or later breach. Resorting to a particular remedy upon a breach does not constitute a waiver of any other available remedy.

F. Severability. If any Agreement provision is determined to be invalid or unenforceable, then the remainder of the Agreement is not affected and remains in effect.

G. Governing Law. This Agreement is subject to and is to be construed according to the laws of the state of Idaho as an agreement to be performed in Idaho. A Party must bring any action based in whole or in part on this Agreement in the courts of the state of Idaho.

H. Oral Promises. The University is not bound to any oral promise of any increase in Annual Salary or of any supplemental or other compensation.

I. Force Majeure. A Party obligated to perform (including financial inability) under the Agreement is excused from performing during any Force Majeure occurrence period.

J. Confidentiality. The Coach consents to this document being released and made available to the public after the Coach has signed it. The University has sole discretion to release or make available to the public any document or report that Coach is required to produce under this Agreement.

K. Notices.

1. *Procedure.* Actual notice, however and from whomever received, is always effective.
 - a. *Means.* A Party must cause each Agreement notice to be in writing and delivered:

- i. in person;
 - ii. by public or private courier service (including U.S. Postal Service Express Mail);
 - ii. by certified mail with return receipt requested; or
 - iv. by facsimile.
 - b. Relevant Date. Any notice is considered to have been given on the earliest of:
 - i. actual delivery or refusal to accept delivery;
 - ii. the date of mailing by certified mail; or
 - iii. the day facsimile delivery is verified.
- 2. *Party Addresses.* 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:
 - a. if to the University: Director of Athletics
Campus Box 8173
Idaho State University
Pocatello, ID 83209-8173

with a copy to: President
921 South 8th Ave. Stop 8310
Idaho State University
Pocatello, ID 83209-8310
 - b. if to the Coach: Joe O'Brien
Last known address on file with
University's Human Resource Services
- L. Headings. Each heading contained in this Agreement is for reference purposes only and does not in any way affect the Agreement's meaning or interpretation.
- M. Binding Effect. This Agreement is for the benefit only of the Parties and inures to the benefit of and binds the Parties and their respective heirs, legal representatives, successors and assigns.
- N. Non-Use of Names and Trademarks. The Coach in each case must obtain the University's written consent before using any Mark, except in the course and scope of Coach's official University duties.
- O. No Third Party Beneficiaries. The Agreement has no intended or unintended third party beneficiary.
- P. Entire Agreement; Amendments. This Agreement constitutes the Parties' entire understanding and supersedes any prior agreement or understanding with respect to the same subject matter. An amendment or modification of this Agreement is effective only if in writing, signed by both Parties, and approved by University's Board Trustees.

- Q. Opportunity to Consult with Attorney. The Coach acknowledges that Coach has had an 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 is to be construed simply, according to its fair meaning, and not strictly for or against any party.

Signed:

UNIVERSITY

COACH

Arthur Vailas, President

Date

Joe O'Brien

Date

Approved by the Board of Trustees, on the _____.

Exhibit A

Requirements

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) Department policies;
- (e) NCAA rules and regulations; and
- (f) Conference rules and regulations.

Exhibit B

Listing of Employees under Coach's Supervision

Geoff Alexander, Assistant Coach

Tim Walsh, Assistant Coach

Cody Van Fleet, Director of Basketball Operations

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JOE O'BRIEN, HEAD MEN'S BASKETBALL COACH - MULTI-YEAR CONTRACT CHANGES			
	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
1	1.3 Duties	I.D.2. Non-Team Activity	Language added clarifying University's right "at any time" to reassign is independent of "for cause" right to terminate or to reassign duties under V.A.1.
2	3.1.1 Regular Compensation	III.B.5 Regular Compensation – language added	Additional language specifying courtesy car benefits to Coach through ISU's Courtesy Car Program, subject to availability
3	3.2 Supplemental Compensation	III.C Supplemental Compensation – increases bonus amounts and adds bonus categories, while clarifying that all depends on acceptable conduct by Coach, assistance, staff and players	Makes all supplemental compensation (not Annual Salary or radio/television appearance compensation) <u>contingent</u> on Coach's and Personnel's acceptable conduct, and <u>increases</u> supplemental compensation bonus potential according to the following milestones: <ul style="list-style-type: none"> • winning regular season title (<i>twice</i> a week's salary instead of one week's salary); • winning an NCAA tournament berth (<i>twice</i> a week's salary instead of one week's salary) (also pays upon "play-in" victory NCAA tournament berth instead of merely winning conference tournament); • winning games at NIT tournament instead of only NCAA (increased amounts also); • reaching regular-season win thresholds (not only 20 games) (increased amounts also); • reaching <i>modified</i> NCAA academic progress metric (from raw score to 4-year percentile ranking) (increased amounts also); • being named conference coach of the year (new category); and • reaching home-game attendance thresholds (new category).
4	3.2.6 Summer Camp Operated by University	III.C.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 Men's Basketball Program.
5	4.5 Scheduling	IV.G Scheduling - prohibits Athletic Director from unreasonably contradicting any scheduling proposal from the Coach	Enhances Coach's role in scheduling opponents.
6	5.1.1 Termination for Cause	V.A.1.a.vi Additional Grounds - Added a subsection regarding cause for termination (or for suspension/reassignment)	Added language including "failure of Coach to represent the University and its athletic programs positively in public or private forums" as possible cause for employment action.
7	5.2.2 Termination of Coach for Convenience of University	V.A.2.a University termination of Coach for convenience – modified amount due and duration	Modified and added language allowing Coach to receive not only Annual Salary, but also Radio/Television appearance amount, and specifying Coach to be paid until the earlier date of the contract term ending, or Coach finding "reasonably comparable employment."

JOE O'BRIEN, HEAD MEN'S BASKETBALL COACH - MULTI-YEAR CONTRACT CHANGES			
8	5.3.3 Termination for Convenience by Coach	V.C.2 Termination Right; Buyout – exclusion from buyout added if Coach leaves for NBA coaching job after season and before next Fall semester begins; increase in buyout amounts that Coach must pay	University has decided that Coach should not be penalized financially for obtaining coaching job in professional league, because his taking a college coaching position creates a greater competitive risk/concern for the University. Increased buy-out amounts are consistent with agreement's overall risk/reward arrangement.
9	6.16. Opportunity to Consult with Attorney	VI.Q. Opportunity to Consult with Attorney; language added	Additional language added “and has not relied upon the advice of any legal counsel acting on behalf of the University.”

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for head women's basketball coach

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section II.H.1.

BACKGROUND/DISCUSSION

The University of Idaho has hired a new head women's basketball coach and submits the attached multi-year contract to the Regents for approval. The primary terms of the agreement are set forth below. Attached are the entire contract and a matrix comparison to the Board model contract.

IMPACT

The term of the Employment Contract is five years, commencing on April 21, 2008, and terminating on March 26, 2013.

The annual base salary is \$90,000. Coach Newlee is eligible to participate in University-wide changes in employee compensation as approved by the President and Athletic Director.

There is an annual media payment of \$15,000 and the following incentive/supplemental compensation provisions:

- Conference champions or co-champion or NCAA tournament eligibility = 1/13 of annual salary
- Top 25 national ranking at season end = 1/13 of annual salary
- Conference Coach of the Year = \$2,000
- Academic achievement and behavior of team = \$500 - \$1,250 based on national rank within the sport
- Team victories - \$3,000 for 14 victories; an additional \$3,000 for 17 victories; and an additional \$3,000 for 20 victories (conference and non-conference combined)
- Gate Receipts – 25% of gate receipts in excess of \$15,000
- Summer basketball camp = Remaining income from any university operated camp, less \$500, after all claims, insurance, and expenses of camp have been paid, or in the event university elects not to operate a camp, the coach may do so within Board guidelines for such camps.

ATTACHMENTS

Attachment 1 – Employment Contract

Page 3

Attachment 2 – Contract Comparison Matrix

Page 17

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

STAFF COMMENTS AND RECOMMENDATIONS

The coach was hired April 21, 2008, so this contract is retroactive to that date.

Supplemental compensation for Academic Progress Rate is immaterial and the target ranges of 50% to 80% are well below the actual APR of 70%-80% for 2008.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho for a multi-year employment contract as submitted for Jon Newlee, Head Basketball Coach.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Jon Newlee (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. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, retroactive to April 21, 2008, and terminating, without further notice to Coach, on March 26, 2013, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$90,000 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion or becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship or NCAA tournament eligibility are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in any published national final poll of intercollegiate women's basketball teams and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members if the Team's cumulative APR ranks nationally within the applicable sport above the 50th percentile as follows:

National rank within sport
50th - 60th % = \$500
60th - 70th % = \$750
70th – 80th % = \$1,000
80th % or above = \$1,250

Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.5 The Coach shall receive the sum of \$15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season women's basketball game, and one-half shall be paid no later than two weeks after the last regular season women's basketball game or post season game, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television and that conflict with those broadcast on the University's designated media outlets.

3.2.6 If Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$3,000 for 14 victories; an additional \$3,000 for 17 victories; and an additional \$3,000 for 20 victories. The victories will include contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year gate receipts for women's basketball exceed \$15,000, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of 25% of the gate receipts that exceed \$15,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Coach agrees that the University has the exclusive right to operate youth basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth basketball camps, the University shall pay Coach the remaining income from the youth basketball camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth basketball camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth basketball camps on the University's campus and using its facilities under the following terms and conditions:

:

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.

- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.9 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike 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 Nike products design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, 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 Nike, 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 Nike, and will not participate in any messages or promotional appearances that 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 that enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as **Exhibit A**. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Faculty-Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of

the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the women's basketball conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements that 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 provide a written detailed account of 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. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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 the President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not 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, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation that 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, including suspension without pay or termination of employment for significant or repetitive violations. 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 pay to Coach, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted

compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 University has been represented by legal counsel, and coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University that are extremely difficult to determine with certainty. The parties further agree that the payment of such compensation by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach. Such compensation is not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University the following sums: (a) if the Agreement is terminated on or before March 23, 2009, the sum of \$150,000.00; (b) if the Agreement is terminated between March 24, 2009 and March 23, 2010 inclusive, the sum of \$100,000.00; (c) if the Agreement is terminated between March 24, 2010 and March 23, 2011 inclusive, the sum of \$75,000.00; (d) if the Agreement is terminated between March 24, 2011

and March 23, 2012 inclusive, the sum of \$50,000; (e) if the Agreement is terminated between March 24, 2012 and March 23, 2013 inclusive, the sum of \$0. Any sum payable under the terms of this provision 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 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing 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 that are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board of Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
University of Idaho
P.O. Box 442302
Moscow, Idaho 83844-2302

with a copy to: President
University of Idaho
P.O. Box 443151
Moscow, ID 83844-3151

the Coach: Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

Steven Daley-Laursen, President Date

Jon Newlee Date

Approved by the Board of Regents on the ____ day of _____, 2009.

JON NEWLEE – WOMEN’S BASKETBALL COACH
MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM

Model Contract Section	UI Contract Section	Modification/Justification for Modification
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Allows for annual increases consistent with University-wide salary increases.
3.2.2 Supplemental Compensation	3.2.2 Supplemental Compensation	Allows for supplemental compensation if team finishes in the top 25 in any published national final poll.
3.2.3 Supplemental Compensation	3.2.3 Supplemental Compensation	Allows for supplemental compensation if Coach is named Conference Coach of the Year.
3.2.4 Supplemental Compensation	3.2.4 Supplemental Compensation	Allows for supplemental compensation if team’s cumulative APR ranks at certain levels nationally. This language establishes a more objective standard for academic achievement and has been used in past contracts approved by the Board.
3.2.5 Supplemental Compensation	3.2.5 Supplemental Compensation	Language calls for media compensation to be paid ½ at the beginning of the regular season and ½ after the last contest of the season. Payment is made contingent on Coach’s compliance with University’s financial stewardship policies. This recognizes that much media work is done by Coach prior to commencement of the season, and at the same time retains ½ of the payment as motivation for completing the season.
3.2.6 Summer Camps	3.2.6 Supplemental Compensation	Allows for supplemental compensation based on number of victories.
3.2.7 Footwear, apparel & equipment	3.2.7 Supplemental compensation	Allows for supplemental compensation based on gate receipts.
	3.2.8 Summer camps	Paragraph renumbered. Allows for supplemental compensation based on Coach’s assistance with University’s camps, if any. If University opts not to operate camps, permits Coach to do so under terms of standard contract.
	3.2.9 Footwear, apparel, & equipment	Paragraph renumbered. No substantive change.
4.3 NCAA Rules	4.3 NCAA Rules	Revised to conform to NCAA Rule 11.2.2 effective 3/8/06. Rule requires a written detailed account of athletically related income and identifies some of the sources that must be reported as “including but not limited to...”
5.2.2 University Termination for Convenience	5.2.2 University Termination for Convenience	Language allows the University to offset salary received by Coach for lesser employment obtained after University termination for convenience. Prior language would allow coach to take lesser employment and continue to receive full termination payment. Language also requires Coach to inform University of the terms of any new employment so University can accurately determine the compensation, if any, to which Coach is entitled. References to liquidated damages are deleted because the compensation due upon termination for convenience flows from a contractual right to terminate and not from a breach of the contract. The non-terminating party is entitled to compensation, not damages for breach.
5.2.3 Representation by Counsel	5.2.3 Representation by Counsel; compensation for termination	Language clarifies that the parties have been represented by counsel or that Coach <u>chose to proceed without counsel</u> during the negotiations. The underlined language is new and recognizes the fact that we cannot require candidates to retain counsel. References to liquidated damages are deleted for the same reason as in 5.2.2.
5.3.3 Coach Termination for Convenience	5.3.3 Coach Termination for Convenience	References to liquidated damages are deleted for the same reason as in 5.2.2.
5.3.4 Representation by Counsel	5.3.4 Representation by Counsel; for termination	Same as 5.2.3. above.
6.16 Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney	Adds language similar to 5.2.2 to make clear that Coach had the opportunity to consult with counsel and either did or chose not to.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

SUBJECT

Second Reading – Board Policy I.E. Executive Officers

REFERENCE

December 2008	Board approved the first reading with changes of Board Policy I.E. Executive Officers.
February, 2009	Board discussion of Board Policy I.E. Executive Officers

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections I.E. Executive Officers.

BACKGROUND/DISCUSSION

Board Policy I.E.2.c. provides that the Board and each chief executive officer shall sign an annual letter of agreement that documents the period of appointment, salary, and any additional terms. These annual letter agreements correspond to the state fiscal year, with effective dates beginning each July 1 and continuing through June 30 of the next succeeding year. In an effort to improve and strengthen the Board's efforts in recruiting and retaining highly qualified candidates, the Board has asked staff to propose a revision to Board Policy to permit multi-year employment agreements for its chief executive officers.

In addition, the Board asked staff to revise Board Policy to permit institutions affiliated foundations to contribute funds to the institutions for purposes of supplementing presidential compensation when approved by the Board.

IMPACT

Proposed revisions to this policy would allow for the Board to enter into multi-year agreements with the Board's chief executive officers when deemed necessary for retention purposes. Special provisions with respect to the payment of compensation or benefits in the event of termination, if any, would be reflected in the agreements. Finally, institution affiliated foundations may provide funds to the institution to support presidential compensation when approved by the Board.

ATTACHMENTS

Attachment 1 – Revised Governing Policy Section I.E.

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

If the Board chooses to revise its Policy and to enter into multi-year employment agreements with its chief executive officers, then care should be taken to carefully craft appropriate terms and conditions of employment, including compensation and benefits, as well as provisions relating to evaluations and separation.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

Board staff recommends approval of the second reading of Board Policy I.E. as submitted.

BOARD ACTION

A motion to approve the second reading of the amendment to Board Policy I.E. Executive Officers.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: E. Executive Officers

~~October 2007~~ June, 2009

E. Executive Officers

This policy section shall apply to the Board's chief executive officers, as defined in Section II. D. 2. b. ~~This policy section does not apply to the executive director of the Idaho State Historical Society or the State Library Commission.~~

1. Executive Director

The Executive Director is appointed by and serves in this position at the pleasure of the Board. The Executive Director serves as the chief executive officer of the State Board of Education. administrative director of the Board's staff. Pursuant to Idaho Code 33-102A, the Executive Director shall be under the direction of the Board and shall have such duties and powers as are prescribed by the Board. The Executive Director is charged with ensuring the effective articulation and coordination of institution, and agency, ~~and school~~ concerns and is advisor to the Board and the Presidents/Agency Heads on all appropriate matters.

2. Presidents/Agency Heads

a. Responsibilities

The President/Agency Head is the chief program and administrative officer of the institution, or agency ~~or school~~. The President/Agency Head has full power and responsibility within the framework of the Board's Governing Policies and Procedures for the organization, management, direction, and supervision of the institution; or agency ~~or school~~ and is held accountable by the Board for the successful functioning of the institution; or agency ~~or school~~ in all of its units, divisions, and services.

For the higher education institutions, the Board expects the Presidents to obtain the necessary input from the faculty, classified and exempt employees, and students, but it holds the Presidents ultimately responsible for the well-being of the institutions, and final decisions at the institutional level rest with the Presidents.

b. The Chief Executive Officer is held accountable to the Board for performing the following duties within his or her designated areas of responsibility:

(1) Relations with the Board

- (a) Conduct of the institution; or agency, ~~or school~~ in accordance with the Governing Policies and Procedures of the Board and applicable state and federal laws.
- (b) Effective communication among the Board, the Board office, and the institution; or agency, ~~or school~~.
- (c) Preparation of such budgets as may be necessary for proper reporting and planning.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: E. Executive Officers

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- (d) Transmittal to the Board of recommendations initiated within the institution, or agency, ~~or school~~.
- (e) Participation and cooperation with the office of the Board in the development, coordination, and implementation of policies, programs, and all other matters of statewide concern.
- (f) Notification to Board President or Executive Director of any out-of-state absence exceeding one week.
- (2) Leadership of the Institution, or Agency, ~~or School~~
 - (a) Recruitment and retention of employees
 - (b) Development of programs, in accordance with an evolving plan for the institution, or agency, ~~or school~~.
 - (c) In cooperation with appropriate parties, the promotion of the effective and efficient functioning of the institution, or agency, ~~or school~~.
 - (d) Development of methods that will encourage responsible and effective contributions by various parties associated with the institution, or agency, ~~or school~~ in the achievement of the goals of the institution, or agency, ~~or school~~.
- (3) Relations with the Public
 - (a) Development of rapport between the institution, or agency, ~~or school~~ and the public that each serves.
 - (b) Official representation of the institution, or agency, ~~or school~~ and its Board-approved role and mission to the public.
- c. Appointment Terms and Conditions

Each chief executive officer is employed and serves at the pleasure of the Board as an at-will employee. Appointments to the position of President of the higher education institutions and Executive Director of the Board are made by the Board. The Executive Director shall have authority to identify candidates and make recommendations for the appointment of Agency Heads, which must be approved and appointed by the Board. The Board and each chief executive officer may enter into an employment agreement for a term not to exceed five (5) years ~~institutional President shall sign an annual letter of agreement that documents the period of appointment, salary compensation, and any additional terms. The Executive Director and Agency Heads shall not serve under annual appointment agreements.~~ The Board's Policies regarding Non-classified Employees, Section II, Subsection F, do not apply to the Board's chief executive officers.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: E. Executive Officers

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d. Evaluations

The Agency Heads are evaluated by the Executive Director annually, who makes recommendations to the Board with respect to compensation and employment actions. The Presidents and Executive Director are evaluated by the Board annually. The performance evaluation is based upon the terms of any employment agreement, the duties outlined in the policy and mutually agreed upon goals. Final decisions with respect to compensation and employment actions with regard to chief executive officers are made by the Board.

e. Compensation and Benefits

(1) Each chief executive officer's annual salary-compensation shall be set and approved by the Board. The chief executive officers shall not receive supplemental salary compensation from Board may authorize an affiliated institutional foundation or from any other source except that institutional Presidents may receive to contribute funds to an institution for purposes of presidential compensation, perquisites, or benefits as permitted by topic 3, subtopic ~~dE~~, below and as such is specifically approved by the Board in each instance. A chief executive officer may not receive supplemental compensation or benefits related to his or her service to the institution or agency from outside sources without prior Board approval.

(2) In addition to the salary-compensation referred to above, each chief executive officer shall receive the usual and ordinary medical, retirement, leave, educational, and other benefits available to all institutional, and agency, ~~and school~~ employees.

~~f.~~(3) Each chief executive officer shall receive reasonable and adequate liability insurance coverage under the state's risk management program.

~~g.~~(4) Relocation and moving expenses incurred by each chief executive officer will be paid in accordance with the policies and rates established by the State Board of Examiners.

~~h.~~(5) Each chief executive officer earns annual leave at a rate of two (2) days per month or major fraction thereof of credited state service.

f. Termination

In the event a chief executive officer's appointment is terminated by Board action (for or without cause), ~~than~~ such individual shall only be entitled to continued compensation or benefits, if any, for which he or she may be eligible under the terms of his or her employment agreement.

3. Institutional Presidents: Housing, Automobile, and Expense Reimbursement, ~~and Termination Policy~~

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: E. Executive Officers

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- a. The institutional Presidents are responsible for hosting official functions to promote their respective institutions. ~~The University of Idaho, Idaho State University, and Lewis Clark State College each own homes that are the most suitable facilities available for this purpose. At these institutions with official residences,~~ the Presidents of such institutions are required to live in the official residences provided.

To preserve the image of the institutions and to provide adequate maintenance of state-owned property, the institutions shall provide support services for these residences. This support shall include maintenance and repairs, utilities, and grounds keeping.

In the event that the institution does not own an official residence, a housing allowance will be provided that is similar in value to living in an official residence. In addition, this allowance shall cover reasonable maintenance and repair expenses related to the use of this home as the President's official residence.

- b. Each institutional President shall be provided an automobile. Maintenance, repairs, gas for business use, and insurance shall be provided for this vehicle.

If an institutional President does not elect to use a vehicle provided by the institution, the institution will provide the President a vehicle allowance in lieu of the cost of leasing, automobile maintenance, and insurance. Documented business travel will be reimbursed to compensate for gasoline costs.

- c. The institutional Presidents shall receive reimbursement for official entertainment expenses. Public relations and other out-of-pocket expenses may be reimbursed if they are directly related to the function of the institution as determined by the President. (See fiscal policy for entertainment and related expenses.)

~~—d. Terminations~~

~~—In the event an institutional President's appointment is terminated by Board action (for or without cause), the President shall be paid all compensation and benefits under the terms of his or her annual letter of agreement until the end of such annual period of appointment.~~

- d. Foundation Provided Funds for Compensation, Perquisites, or Benefits

~~(1) Perquisites or benefits for the institutional Presidents, may be provided by the institution's~~ An affiliated foundation meeting all requirements of Section V, Subsection E of the Board's Governing Policies and Procedures may contribute funds to an institution for purposes of presidential compensation, perquisites, -or benefits, if approved by the Board on a case-by-case basis. Such contributions shall only be made with an affiliated foundation's unrestricted funds. An agreement detailing the nature and scope of the contributions to be provided for purposes of presidential compensation, perquisites, or benefits shall be entered into between the institution and foundation, and shall be reviewed by the Board.

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GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

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4. ~~Agency Head for the Idaho School for the Deaf and the Blind (ISDB): Housing and Automobile Policy~~

~~a. The director for the ISDB is responsible for hosting official functions to promote the school. The ISDB owns a home that is the most suitable facility available for this purpose. The director for the ISDB is required to live in this official residence.~~

~~— To preserve the image of the ISDB and to provide adequate maintenance of state-owned property, the ISDB shall provide support services for this residence. This support shall include maintenance, utilities, custodial, and grounds keeping.~~

~~b. The director for the ISDB shall be provided an automobile. Maintenance, repairs, gas for business use, and insurance shall be provided for this vehicle.~~

5. President Emeritus/Emerita Designation

The Board may choose to grant President Emeritus/Emerita status to a retiring President. President Emeritus/Emerita status should be reserved to honor, in retirement, a president who has made distinguished professional contributions to the institution and who has also served a significant portion of his/her career at the institution. The intent of conferring President Emeritus/Emerita status is to bestow an honorary title in recognition of successful tenure in the Presidential role.

a. Appointment Procedure

An institution may forward a recommendation to the Board that this honorary title be conferred upon a President that is retiring or has retired from the institution. Each institution shall provide for input into the recommendation from the campus community.

b. Rights, Privileges and Responsibilities

Rights and privileges of such a distinction shall be, insofar as resources will allow, similar to those of active institutional staff, including such privileges as:

(1) staff privileges for activities, events and campus facilities;

(2) receipt of institutional newspaper and other major institutional publications and receipt of employee/spouse fee privilege (see Section V. R.).

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

COLLEGE AND UNIVERSITIES

SUBJECT

Presidential compensation placeholder

BACKGROUND/DISCUSSION

No materials are available at this time

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 16-17, 2009

TAB	DESCRIPTION	ACTION
1	FY 2011 LINE ITEM REQUESTS	Motion to approve
2	STUDENT HEALTH INSURANCE RATES	Motion to approve
3	NCAA ACADEMIC PROGRESS RATE (APR) REPORTS	Information item
4	IDENTITY THEFT (RED FLAG) POLICIES	Motion to approve
5	BOISE STATE UNIVERSITY Memorandum of Understanding & Ground Lease with American Campus Communities	Motion to approve
6	BOISE STATE UNIVERSITY Lease Agreement with College of Western Idaho	Motion to approve
7	BOISE STATE UNIVERSITY Park & Ride Agreement with College of Western Idaho	Motion to approve
8	UNIVERSITY of IDAHO Fire Alarm Improvements to Wallace Complex	Motion to approve
9	UNIVERSITY of IDAHO Faculty-Staff Handbook Revisions	Motion to approve
10	UNIVERSITY of IDAHO Renovation of Niccolls Building	Motion to approve

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 16-17, 2009

TAB	DESCRIPTION	ACTION
11	UNIVERSITY of IDAHO Building Management Contract - Idaho Water Center –	Motion to approve
12	UNIVERSITY of IDAHO Idaho Alumni Association of Alpha Gamma Rho, Inc. Purchase of TKE House	Motion to approve
13	UNIVERSITY of IDAHO Paradise Creek Realignment with Corp of Engineers	Motion to approve
14	UNIVERSITY of IDAHO Settlement Agreement	Motion to approve
15	LEWS-CLARK STATE COLLEGE Property Sale – Rental Apartments	Item pulled
16	LEWS-CLARK STATE COLLEGE Management Agreement – College Place	Item pulled
17	COLLEGE OF WESTERN IDAHO Property Transfer with State Board of Education	Motion to approve
18	ROOM & BOARD RATES	Motion to approve
19	STATE BOARD OF EDUCATION Proposed Lease Agreement between the State Board of Education and ISDB/Bureau of Educational Services for the Deaf and the Blind	Motion to approve

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCIES AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

FY 2011 Line Item Budget Requests

REFERENCE

May 7, 2009

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/ DISCUSSION

As discussed at its May 2009 meeting, the Board will accept the line item requests and provide guidance at the June, 2009 meeting. Subsequently, the Board will approve the final budget request at the August, 2009 meeting. Following Board approval in August, the budget requests will be submitted to Division of Financial Management (DFM) and Legislative Services Office (LSO) by September 1, 2009.

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.

The following Line Item guidelines were provided:

1. Tie Line Item requests to goals within institution/agency strategic plans and to the Board strategic plan.
2. Prioritize Line Item requests in the following categories:
 - a. Occupancy Costs
 - b. Professional-Technical Education (PTE) Nondiscretionary Adjustments
 - c. Center for Advanced Energy Studies (CAES)
 - d. Opportunity Scholarship
 - e. Recommendations from the Medical Education Committee
 - f. Veterans Administration Biomedical Research Collaboration
 - g. One-time projects with extraordinary and unique circumstances

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.

Subsequent to the May Board meeting, the institutions receiving federal stimulus funds were notified by DFM that the amounts the institutions were to receive in FY 2011 decreased due to a ruling by the U.S. Department of Education, after

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 18, 2009

reviewing the Idaho application for federal funds, that stimulus funds could not be used in FY 2009 by the Idaho Department of Education due to the limited time for school districts to spend stimulus dollars in the current school year and required Idaho to use these funds in FY 2010. This resulted in a recalculation of the allocation of stimulus funds between the State Department of Education and the higher education institutions. A memo from the Legislative Services Office to the institutions, Page 5, explains in further detail the impact of this ruling.

The institutions receiving stimulus funds were given the opportunity to request line items for critical needs resulting in the loss of the federal funds in FY 2011, and these "Critical Needs" line items are considered a new category in addition to those prioritized by the Board in May.

Attachment 1 lists the line items by category with the new category "Critical Needs" listed first, followed by the Board approved categories listed in priority order. Attachment 2 breaks out the last category, One-time and Unique items, by institution and agency. While the Board encouraged this last group be used for one-time requests, it did allow ongoing needs to be included in this category. The detail information for each line item request is included in separate tabs for each category.

IMPACT

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.

An electronic version of Attachment 1 will be available at the Board meeting and used for the Board motion.

ATTACHMENTS

Attachment 1 – Memo Explaining Decrease in Stimulus Funds Page 5
Attachment 2 – FY 2011 Line Items Page 6
Attachment 3 – One-time, Unique Line Items..... Page 7

Detail Information

Critical Needs..... Tab A
Occupancy Costs Tab B
Center for Advanced Energy Studies Tab C
Scholarship Programs Tab D
Medical Education Study Recommendations Tab E
Bio-Medical Research Tab F
One-time, Unique Tab G

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

STAFF COMMENTS AND RECOMMENDATIONS

Although the Board prioritization includes PTE Nondiscretionary Adjustments, these items have historically been a maintenance level item even though most recently it has been considered a line item by Legislative Services. Therefore, PTE's line item requests are not included in this agenda in order to focus on discretionary line items, but they will be included in the final list of line items for approval at the August Board meeting.

BOARD ACTION

A motion to approve the FY 2011 Line Items as listed in Attachment 2 and Attachment 3, and to create a blank for each line item.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

Attachment 1

TO: Financial Vice Presidents and Budget Directors
FROM: Matt Freeman, LSO
DATE: June 1, 2009
RE: Change in ARRA Higher Ed Allocation

As promised, I have attempted to draft a more detailed explanation of how and why the federal stimulus funds for higher ed will be significantly less than originally contemplated for FY11. Before I launch into this rather complex matter, however, a disclaimer is in order. For whatever reason, the federal law requires the Governor to make application for the funds, even though the Legislature still has to provide spending authority. As such, DFM negotiated and agreed to the terms of the application for funds at issue, so if you find need for any further clarification you should contact DFM directly.

Idaho's allocation for education funds under Title XIV of the American Recovery and Reinvestment Act (hereinafter ARRA) is \$201,700,000. The ARRA directs states to use the funds to restore state support for Public Schools (PS) and Higher Ed (HE) for fiscal years 2009, 2010 and 2011 to the greater of FY08 or FY09. The ARRA further directs that if the ARRA funds are insufficient to restore funding to the levels prescribed, then the funds are to be allocated between PS and HE in proportion to their shortfall of state support. Having determined that the funds were in fact insufficient to fully restore, the FY09 holdbacks were used as the benchmark to determine the shortfall. The proportionate shortfalls were calculated at 17.53% HE and 82.46% PS. The HE proportion equated to a total of \$35,367,800 for FY10 and FY11 (this included CU, CC and PTE). The Legislature decided to split this amount 50/50 between the two years.

To understand how this original allocation has changed, you have to understand the PS side of the budget. The original plan for PS was to use \$85.1M in ARRA funds in FY 2009 and the PS budget was set and approved accordingly. However, after reviewing the Idaho application for federal funds, the U.S. Department of Education determined (the day before the Legislature adjourned) that stimulus funds could not be used in FY 2009 due to the limited time for school districts to spend stimulus dollars in the current school year and required Idaho to use these funds in FY 2010. As a result, on the last day of session the Legislature approved H378 which contained a FY09 PS supplemental appropriation for \$85.1M from the Public Education Stabilization Fund (PESF) and a FY10 PS appropriation using the same amount of ARRA funds with a corresponding reduction in General Funds. (The \$85.1M General Funds are then transferred to PESF to restore the fund balance).

The net effect is state support for PS in FY10 is \$85.1M less than originally contemplated when the allocations of ARRA funds were calculated. Stated differently, originally the amount needed to restore the FY 2010 general fund appropriation to the FY 2009 level was \$108M, but H378 includes an additional \$85M or a total of \$194M. This widens the gap and changes the proportion of the PS and HE shortfall because now for FY11 the ARRA formula requires states to restore to FY09 levels. In other words, after the FY10 PS and HE budgets were set, the ARRA formula is reset and looks at the proportionate shortfall in light of the FY10 appropriation. Based on this recalculation, the proportionate share of the shortfall for FY11 is 88.87% PS and 11.13% HE, which equates to a total of \$22,450,800 for HE instead of the original \$35,367,800. Since HE received \$17,683,900, this only leaves \$4,766,900 for FY11.

Again, this revised allocation is pursuant to a directive from the U.S. Department of Education.

STATE BOARD OF EDUCATION

FY 2011 Line Items

By Institution/Agency	FY 2010 Appropriation	Line Items								vs. 2010 Approp	One-Time	Ongoing vs. 2010 Approp	Comments
		Critical Needs Tab A	Occupancy Costs Tab B	CAES Tab C	Schol. Programs Tab D	Medical Education Tab E	Bio-Med Research Tab F	One-time Unique Tab G	Total				
1 Professional-Technical Educator	51,599,900	695,500	0	0	0	0	0	0	695,500	1.3%	695,500	0.0%	
State Leadership & Technical Asst.	1,974,100								0	0.0%		0.0%	
General Programs	11,084,200	162,300							162,300	1.5%	162,300	0.0%	
Post-secondary Programs	37,324,100	533,200							533,200	1.4%	533,200	0.0%	
Underprepared Adults	239,100								0	0.0%		0.0%	
Related Services	978,400								0	0.0%		0.0%	
2 College and Universities	253,278,100	11,185,600	3,367,700	3,000,000	0	0	1,813,000	12,003,200	31,369,500	12.4%	13,182,800	7.2%	
System-wide Needs	2,900,700	126,400							126,400	4.4%	126,400	0.0%	
Boise State University	78,352,400	3,547,200	926,800	1,000,000			300,000	1,000,000	6,774,000	8.6%	3,547,200	4.1%	Operating Funds
Idaho State University	65,809,500	3,014,000	1,050,900	1,000,000			843,000	1,722,200	7,630,100	11.6%	4,736,200	4.4%	Meridian labs, Library Resources, ERP
University of Idaho	92,748,000	3,886,400	904,000	1,000,000			670,000	8,704,000	15,164,400	16.4%	4,161,400	11.9%	Research Safety, Maintenance, Law, CEC, NI
Lewis-Clark State College	13,467,500	611,600	486,000					577,000	1,674,600	12.4%	611,600	7.9%	PACE/Biology Program Enhancements
3 Community Colleges	26,407,000	1,198,200	1,549,500	0	0	0	0	1,336,000	4,083,700	15.5%	533,800	13.4%	
College of Southern Idaho	11,762,100	533,800	563,300						1,097,100	9.3%	533,800	4.8%	
North Idaho College	10,058,700	461,600						250,000	711,600	7.1%		7.1%	Physical Therapy Program
College of Western Idaho	4,586,200	202,800	986,200					1,086,000	2,275,000	49.6%		49.6%	Enrollment Growth
4 Agricultural Research/Extension	24,989,900							1,073,400	1,073,400	4.3%		4.3%	Deferred Maintenance, CEC
5 Health Education Programs	9,939,300	0	0	0	0	0	0	243,100	243,100	2.4%	0	2.4%	
WI Veterinary Education	1,739,700							14,200	14,200	0.8%		0.8%	CEC
WWAMI Medical Education	3,405,200							18,900	18,900	0.6%		0.6%	CEC
IDEP Dental Education	1,254,500								0	0.0%		0.0%	
Univ. of Utah Med. Ed.	1,200,000								0	0.0%		0.0%	
Family Medicine Residencies	1,989,300							210,000	210,000	10.6%		10.6%	CDA and Internal Med. Residency, GME Off.
WICHE	245,800								0	0.0%		0.0%	
Psychiatry Residencies	104,800								0	0.0%		0.0%	
6 Special Programs	9,407,900	0	0	0	1,250,000	0	0	807,000	2,057,000	21.9%	1,968,500	0.9%	
Forest Utilization Research	556,500							13,000	13,000	2.3%		2.3%	CEC
Geological Survey	768,600							75,500	75,500	9.8%		9.8%	Operating Expenses, CEC
Scholarships and Grants	7,101,700				1,250,000				1,250,000	17.6%	1,250,000	0.0%	Opportunity Scholarship, Promise A
Museum of Natural History	497,500							518,500	518,500	104.2%	518,500	0.0%	Museum Expansion
Small Bus. Development Centers	275,100								0	0.0%		0.0%	
Idaho Council for Economic Ed.	49,300								0	0.0%		0.0%	
TechHelp	159,200							200,000	200,000	125.6%	200,000	0.0%	Product Innovation Outreach
7 State Board of Education	2,246,400	0	0	0	0	0	0	0	0	0.0%	0	0.0%	
8 Idaho Public Television	1,659,800							431,400	431,400	26.0%	37,000	23.8%	Idaho Experience, Legislature Multimedia
9 Vocational Rehabilitation	7,725,000	0	0	0	0	0	0	0	0	0.0%	0	0.0%	
Renal Disease	631,100								0	0.0%		0.0%	
Vocational Rehabilitation	3,201,300								0	0.0%		0.0%	
Work Services Community Support Em	3,892,600								0	0.0%		0.0%	
10 Total	\$ 387,253,300	\$ 13,079,300	\$ 4,917,200	\$ 3,000,000	\$ 1,250,000	\$ -	\$ 1,813,000	\$ 15,894,100	\$ 39,953,600	10.3%	\$ 16,417,600	6.1%	
Percentage of FY 2010 Appropriation		3.4%	1.3%	0.8%	0.3%	0.0%	0.5%	4.1%	10.3%				

STATE BOARD OF EDUCATION
One-time, Unique Category Line Items

By Institution/Agency		Amount	Page #	One-Time
1	Boise State University	1,000,000		0
	Operating Funds	1,000,000	1	
2	Idaho State University	1,722,200		1,722,200
	Clinical Lab Sciences Expansion in Boise	625,000	3	625,000
	Library Materials and Resources	564,000	5	564,000
	ERP Implementation Support	533,200	9	533,200
3	University of Idaho	8,704,000		2,576,000
	Research Compliance & Safety Support	611,200	13	25,000
	Maintenance/Infrastructure	4,000,000	17	2,136,000
	Third-Year Law Program in Boise	900,800	19	415,000
	CEC increase for faculty and staff	2,882,300	23	
	Northern Idaho Faculty Positions	309,700	25	
5	Lewis-Clark State College	577,000		0
	PACE/Biology Program Enhancements	577,000	29	
4	Community Colleges	1,336,000		0
	NIC: Physical Therapy Program	250,000	33	
	CWI: Enrollment Growth	1,086,000	35	
6	Agricultural Research	1,073,400		300,000
	Facility Maintenance	300,000	39	300,000
	CEC increase for faculty and staff	773,400	41	
7	Health Programs	243,100		0
	WI: CEC increase for faculty and staff	14,200	43	
	WWAMI: CEC increase for faculty and staff	18,900	45	
	Family Medicine Residencies: CDA Residency	55,000	47	
	Family Medicine Residencies: Internal Medicine Residency	55,000	49	
	Family Medicine Residencies: GME Office Support	100,000	51	
8	Special Programs	807,000		718,500
	Forest Utilization Research: CEC	13,000	55	
	Geological Survey: Critical Mission Capability	55,000	57	
	Geological Survey: CEC	20,500	59	
	Museum of Natural History: Museum Expansion	518,500	61	518,500
	Tech Help: Product Innovation Outreach	200,000	65	200,000
9	Idaho Public Television	431,400		0
	Idaho Experience	314,700	69	
	Idaho Legislature Live/Multimedia Personnel	116,700	73	
	Total	\$ 15,894,100		\$ 5,316,700

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CRITICAL NEEDS

AGENCY: Division of Professional-Technical Education

FUNCTION: General Programs

ACTIVITY:

Agency No.: 503

Function No.: 02

Activity No.:

FY 2011 Request

Page ____ of ____ Pages

Original Submission X or

Revision No. ____

A: Decision Unit No:	Title: Secondary Critical Needs			Priority Ranking of	
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:	162,300				162,300
LUMP SUM:					
GRAND TOTAL					

How connected to institution/agency and Board strategic plans:

Goal 2, Objective 5: Maintain access to quality secondary professional-technical education programs and services.

Description:

This request will partially replace one-time funds appropriated for professional-technical schools and allow the Division of Professional-Technical Education to meet the required maintenance of effort level under the federal Carl D. Perkins Act. The FY2009 appropriation included one-time state general funds at the maintenance level to provide added cost support units for professional-technical schools. In FY2010, these one-time state general funds were replaced with ARRA funds .

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 will help replace one-time state general funds appropriated in FY2009 and one-time ARRA funds appropriated in FY2010. The PTE budget includes \$2,095,000 on-going state general funds for professional technical schools.

2. What resources are necessary to implement this request?

1. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

N/A

2. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

N/A

3. 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.

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?

Secondary students enrolled in professional-technical schools.

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.

CRITICAL NEEDS

AGENCY: Division of Professional-Technical Education

FUNCTION: Postsecondary Programs

ACTIVITY:

Agency No.: 503

Function No.: 03

Activity No.:

FY 2011 Request

Page ____ of ____ Pages

Original Submission X or

Revision No. ____

A: Decision Unit No:	Title: Postsecondary Critical Needs			Priority Ranking of	
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:					
LUMP SUM:	533,200				533,200
GRAND TOTAL					

How connected to institution/agency and Board strategic plans:

Goal 2, Objective 6: Maintain access to quality postsecondary and adult professional-technical education programs and training opportunities.

Description:

This budget request will provide funds to meet critical needs that will be eliminated due to the reduction in state general funds. The request will also allow the Division of Professional-Technical Education to meet the required maintenance of effort level under the federal Carl D. Perkins Act.

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 will replace one-time ARRA funds appropriated in FY2010 and will provide funds for critical needs at the six technical colleges. The request will also allow the Division of Professional-Technical Education to meet the required maintenance of effort level under the federal Carl D. Perkins Act.

The postsecondary programs base includes \$37,324,100 of state general funds and \$458,000 in unrestricted funds

2. What resources are necessary to implement this request?

1. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

N/A

2. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

NA

3. 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.

These are one-time 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?

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.

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.

FY 2010 BUDGET REQUEST

Institution / Agency: Higher Education System-wide Needs

Decision Unit / Line Item: 12.01

Category: Critical Needs

Title: Higher Education Research Council

FTP:

Gen	\$126,400	Fed	\$	Ded/Other	\$	Total	\$126,400
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A fully funded budget for the Higher Education Research Council (HERC) would provide secure funding for their grant programs of which Idaho's public institutions receive funding from infrastructure, matching funds, and research centers. The Research Center Grant Program awards funds over a three-year period to the successful recipient. Without consistent funding, the recipient would be unable to meet its research goals and commitments. A decrease in funding would also preclude HERC and institutions from meeting and attaining goals set forth in the Board's Strategic plan for biomedical research. **\$126,400 One-time Funds**

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CRITICAL NEEDS**AGENCY: Boise State University**

Agency No.: 512

FY 2011 Request

FUNCTION:

Function No.: 01

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Base Restoration			Priority Ranking 1 of 5
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. Operating Expenses					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Replacement Capital					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:	3,547,200				
GRAND TOTAL	3,547,200				3,547,200

How connected to institution/agency and Board strategic plans:

The FY 2010 appropriation included 4,856,400 in federal stimulus funds to partially offset the general fund base reduction and 5% cut in personnel costs. The fee increases approved by the Board for FY 2010 were estimated to make up the difference. It was anticipated that an equal amount of federal stimulus funds would be available in FY 2011 in order to maintain the same level of operating funds as FY 2010. That is no longer the case and in fact the amount anticipated for FY 2011 is reduced by 3,547,200.

Description:

The Division of Financial Management (DFM) has been working with the U.S. Department of Education in making formal application for the stimulus funds. Pursuant

to a memo received from Wayne Hammon on May 21, 2009, there has been a major adjustment to the amount of stimulus funds available to higher education in FY 2011.

The original plan for the State Department of Education (SDE) was to use \$85m in stimulus funds in FY 2009. After reviewing the Idaho application for federal funds, the U.S. Department of Education determined that stimulus funds could not be used in FY 2009 and required Idaho to use these funds in FY 2010. Subsequently, the Legislature appropriated a FY 2009 supplemental appropriation of \$85m from the Public Education Stabilization Fund to SDE (HB 378). Before this appropriation, the amount needed to restore the FY 2010 general fund appropriation to the FY 2009 level was around \$108m. Now that amount includes an additional \$85m or a total of \$194m.

This changes the proportion of the K12 and Higher Ed shortfall and results in a reallocation of federal stimulus funds. Instead of Higher Ed getting \$35.4m over two years they would receive \$22.5m. Since Higher Ed is getting \$17.7m in FY 2010, this would leave \$4.8m for FY 2011. This is an overall reduction of \$13m; however, the calculation below shows the total proportion of funding (general and stimulus):

FY 2009	K12 81.4%	HE 18.6%
FY 2010	K12 81.2%	HE 18.8%
FY 2011	K12 80.6%	HE 19.4%

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?

Detailed information to be provided as soon as possible. It is anticipated that positions as well as infrastructure funding will be needed in order to avert further erosion of critical services to students.

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 a base restoration in operating funds to get back to the FY 2010 funding level.

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 funds, per Office of the State Board of Education's recommendation. The intent is that ongoing general funds will be requested in the FY 20112 request process.

CRITICAL NEEDS

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?

Not funding base restorations will result in a limitation in course offerings, reduce the frequency and variety of programs, increase fees and the length of time for a student to graduate, and consequently increase the total cost of education to the student.

Also, decreases in State funding may jeopardize participation in some Federal Financial Aid programs. According to Section 116 of the Higher Education Opportunity Act, the State shall provide funding which is equal to or greater than the average amount provided for non-capital and non-direct research and development expenses or costs during the five most recent years.

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 2010 budget request.

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CRITICAL NEEDS

AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY:

Agency No.: 513

Function No.: 1000

Activity No.:

FY 2011 Request

Page ____ of ____ Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Critical Needs			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. Operating Expenses					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Replacement Capital					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:	3,014,000				3,014,000
GRAND TOTAL	3,014,000				3,014,000

How connected to institution/agency and Board strategic plans:

The FY 2010 appropriation included \$4,125,900 in federal stimulus funds to partially offset the 7% general fund base reduction and 5% cut in personnel costs. It was anticipated that an equal amount of federal stimulus funds would be available in FY 2011 in order to maintain the same level of operating funds as FY 2010.

Description:

The Division of Financial Management (DFM) has been working with the U.S. Department of Education in making formal application for the stimulus funds. Pursuant to a memo received from Wayne Hammon on May 21, 2009, there has been a major adjustment to the amount of stimulus funds available to higher education in FY 2011.

CRITICAL NEEDS

The original plan for the State Department of Education (SDE) was to use \$85m in stimulus funds in FY 2009. After reviewing the Idaho application for federal funds, the U.S. Department of Education determined that stimulus funds could not be used in FY 2009 and required Idaho to use these funds in FY 2010. Subsequently, the Legislature appropriated a FY 2009 supplemental appropriation for \$85m from the Public Education Stabilization Fund to SDE (HB 378). Before this appropriation, the amount needed to restore the FY 2010 general fund appropriation to the FY 2009 level was around \$108m. Now that amount includes an additional \$85m or a total of \$194m.

This changes the proportion of the K12 and Higher Ed shortfall and results in a reallocation of federal stimulus funds. Instead of Higher Ed getting \$35.4m over two years they would receive \$22.5m. Since Higher Ed is getting \$17.7m in FY 2010, this would leave \$4.8m for FY 2011. This is an overall reduction of \$13m; however, the calculation below shows the total proportion of funding (general and stimulus):

FY 2009	K12 81.4%	HE 18.6%
FY 2010	K12 81.2%	HE 18.8%
FY 2011	K12 80.6%	HE 19.4%

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 to maintain services & operations at the FY 2010 funding level with the adjusted federal stimulus dollars.

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 general funds are being requested.

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?

Not funding the anticipated reduction in Federal Stimulus funds will result in a limitation in course offerings, reduce the frequency and variety of programs, increase fees and the length of time for a student to graduate, and consequently increase the total cost of education to the student.

CRITICAL NEEDS

Also, decreases in State funding may jeopardize participation in some Federal Financial Aid programs. According to Section 116 of the Higher Education Opportunity Act, the State shall provide funding which is equal to or greater than the average amount provided for non-capital and non-direct research and development expenses or costs during the five most recent years.

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 2010 budget request.

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CRITICAL NEEDS**AGENCY: University of Idaho**

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.: 01

Activity No.:

FY 2011 Request

Page 1 of 3 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Base Restoration			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. Operating Expenses					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Replacement Capital					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:	3,886,400				3,886,400
GRAND TOTAL	3,886,400				3,886,400

How connected to institution/agency and Board strategic plans:

The FY 2010 appropriation for the University of Idaho included \$4,790,200 in federal stimulus (ARRA) funds to partially offset the 7% general fund base reduction and 5% cut in personnel costs. The fee increases approved by the Board for FY 2010 were estimated to make up the difference. It was anticipated that an equal amount of federal stimulus funds would be available in FY 2011 in order to maintain the same level of operating funds as FY 2010; however this is no longer the case and the University of Idaho is now anticipating a reduction of \$3,886,400 in ARRA funding in FY 2011.

Description:

The Division of Financial Management (DFM) has been working with the U.S. Department of Education in making formal application for the stimulus funds. Pursuant

CRITICAL NEEDS

to a memo received from Wayne Hammon on May 21, 2009, there has been a major adjustment to the amount of stimulus funds available to higher education in FY 2011.

The original plan for the State Department of Education (SDE) was to use \$85m in stimulus funds in FY 2009. After reviewing the Idaho application for federal funds, the U.S. Department of Education determined that stimulus funds could not be used in FY 2009 and required Idaho to use these funds in FY 2010. Subsequently, the Legislature appropriated a FY 2009 supplemental appropriation for \$85m from the Public Education Stabilization Fund to SDE (HB 378). Before this appropriation, the amount needed to restore the FY 2010 general fund appropriation to the FY 2009 level was around \$108m. Now that amount includes an additional \$85m or a total of \$194m.

This changes the proportion of the K12 and Higher Ed shortfall and results in a reallocation of federal stimulus funds. Instead of Higher Ed getting \$35.4m over two years they would receive \$22.5m. Since Higher Ed is getting \$17.7m in FY 2010, this would leave \$4.8m for FY 2011. This is an overall reduction of \$13m; however, the calculation below shows the total proportion of funding (general and stimulus):

FY 2009	K12 81.4%	HE 18.6%
FY 2010	K12 81.2%	HE 18.8%
FY 2011	K12 80.6%	HE 19.4%

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 additional FTP is being requested. The University of Idaho will be finalizing the expenses to be covered by ARRA funds in the next several months. It is anticipated that personnel, operating and infrastructure funding will be needed in order to avoid further erosion of critical services to students.

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 to offset the anticipated reduction in ARRA funds available to the University of Idaho in FY 2011.

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.

Per the recommendation of OSBE this request is for one-time funds. The intent is that ongoing general funds will be requested as part of the FY 2012 request process.

CRITICAL NEEDS

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?

Not funding the anticipated reduction in ARRA funds will result in additional cuts to the base operating budgets of the university. This in turn will result in decreased services, limited course offerings, reduced frequency and variety of programs, increased fees and longer time to graduations for students, consequently increasing the total cost of education to the student.

Also, decreases in State funding may jeopardize participation in some Federal Financial Aid programs. According to Section 116 of the Higher Education Opportunity Act, the State shall provide funding which is equal to or greater than the average amount provided for non-capital and non-direct research and development expenses or costs during the five most recent years.

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 2010 budget request.

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CRITICAL NEEDS

AGENCY: Lewis-Clark State College

Agency No.: 511

FY 2011 Request

FUNCTION:

Function No.:

Page ____ of ____ Pages

ACTIVITY: Critical Needs

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.03	Title: Critical Needs			Priority Ranking of	
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. Instructional Materials					
2. Supplies					
3. Program Expense					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Computers/Office Setup					
2. Instructional Computers/Technology					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:	611,600				611,600
GRAND TOTAL					

How connected to institution/agency and Board strategic plans:

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 one-time request replaces stimulus funds needed to mitigate student fee increases and prevent deeper personnel cuts for FY2011

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.

CRITICAL NEEDS

- 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.

One-time 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?
- 5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 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.

CRITICAL NEEDS**AGENCY: College of Southern Idaho**

FUNCTION: Education

ACTIVITY:

Agency No.:

Function No.:

Activity No.:

FY 2011 Request

Page ____ of ____ Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.02		Title: Base Restoration			Priority Ranking 2 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	52,400				52,400
2. Benefits	28,600				28,600
3. Group Position Funding	64,300				64,000
TOTAL PERSONNEL COSTS:	145,300				145,300
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	212,700				212,700
2.					
TOTAL OPERATING EXPENDITURES:	212,700				212,700
CAPITAL OUTLAY by summary object:					
1. Replacement Capital					
TOTAL CAPITAL OUTLAY:	0				
T/B PAYMENTS:	0				
LUMP SUM:					
GRAND TOTAL	358,000				358,000

How connected to institution/agency and Board strategic plans:

The FY 2010 appropriation included \$730,700 in federal stimulus funds to partially offset the 7% general fund base reduction and 5% cut in personnel costs. The fee increases approved by the College of Southern Idaho (CSI) Board of Trustees for FY 2010 were estimated to make up the difference. It was anticipated that an equal amount of federal stimulus funds would be available in FY 2011 in order to maintain the same level of operating funds as FY 2010.

As a result of adjustments to the amount of stimulus funds available for higher education for FY 2011, CSI will receive \$196,900 instead of the anticipated \$730,700. This shortfall of \$533,800 will impact programs and services.

This line item details requests for \$358,000 of the \$533,800 shortfall.

Description:

This request is for the continuation of funding for interpreter services for the hearing impaired. Federal law requires that we provide adequate support services for the handicapped and hearing impaired. Over the last few years hearing impaired students attending the College of Southern Idaho have grown in numbers to 18. These students are more successful, stay longer and complete at a higher rate than previous students due to the work of our Idaho State School for the Deaf and the Blind transition coordinator who is housed on our campus. The outstanding services provided are also the reason we have so many of these students. CSI serves more hearing impaired students than the rest of the state institutions combined.

While this is success story for students, it is very difficult for CSI financially. In FY 2009, we will spend over \$400,000 on disability services alone.

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 are requesting \$350,100 to maintain two existing interpreter positions (\$81,000), part time interpreters (\$64,300) and contract interpreters (\$204,800) for our hearing impaired 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.

Staffing for this request is already in place.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

We are required by federal law to properly serve these student and will have to direct funds from other areas to meet this need.

- 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.

One time general funds are being requested for FY 2011. We will make future requests for ongoing funds based upon FY 2012 guidelines.

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?

Services for hearing impaired students are required by Federal law. If this request is not funded, other programs or funds will have to be redirected to provide this service.

CRITICAL NEEDS

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 2010 budget request.

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CRITICAL NEEDS**AGENCY: College of Southern Idaho**

FUNCTION: Education

ACTIVITY:

Agency No.:

Function No.:

Activity No.:

FY 2011 Request

Page ____ of ____ Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.03		Title: Nursing Position Replacement			Priority Ranking 3 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:

The FY 2010 appropriation included \$730,700 in federal stimulus funds to partially offset the 7% general fund base reduction and 5% cut in personnel costs. The fee increases approved by the College of Southern Idaho Board of Trustees for FY 2010 were estimated to make up the difference. It was anticipated that an equal amount of federal stimulus funds would be available in FY 2011 in order to maintain the same level of operating funds as FY 2010.

As a result of adjustments to the amount stimulus funds available for higher education for FY 2011, CSI will receive \$196,900 instead of the anticipated \$730,700. This shortfall of \$533,800 will impact programs and services.

This line item details requests for \$175,800 of the \$533,800 shortfall.

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, donations or stimulus funds over the last four 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 and donated funds that have ended and we need to keep them in order to maintain our 109 registered nursing graduates each year.

One time general funds are being requested for FY 2011. We will make future requests for ongoing funds based upon FY 2012 guidelines.

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.

CRITICAL NEEDS

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. This decision unit was requested but was not funded last year. We continue to have difficulties funding these positions through donated funds and grants. Based upon current commitments, donated funds are decreasing from approximately \$170,000 in FY 2010 to \$50,000 in FY 2011. Additionally, other grant funding has ended. Without stimulus funds, it will be difficult to fund these positions in FY 2011.

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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REQUEST BY DECISION UNIT
 AGENCY: North Idaho College
 FUNCTION: Community College
 ACTIVITY: Critical Needs

Agency No.: 120601
 Function No.:
 Activity No.:

FY 2011 Request
 Page ____ of ____ Pages
 Original Submission X or Revision No. _

A: Decision Unit No: 12.01		Descriptive Title: Critical Needs		Agency Priority Ranking 1 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	0				0
2. Benefits	0				0
3. Group Position Funding					0
TOTAL PERSONNEL COSTS:	0	0	0	0	0
OPERATING EXPENDITURES by summary object:					
1. Program Development	0				0
2. Scholarships for Students	150,000				150,000
3. Renovation/Remodeling					0
TOTAL OPERATING EXPENDITURES:	150,000	0	0	0	150,000
CAPITAL OUTLAY by summary object:					
1 Classroom Equipment	311,600				311,600
					0
					0
					0
					0
TOTAL CAPITAL OUTLAY:	311,600	0	0	0	311,600
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	461,600	0	0	0	461,600

North Idaho College (NIC) is requesting \$311,600 for classroom technology. For the past several years, NIC has requested funds for a line item for multi-year improvements to bring classrooms across campus up to current technology standards. The Federal Stimulus were used for this purpose in FY 10 and NIC is requesting a similar appropriation from State General Funds in FY 11 to continue with this installation and upgrade to complete the project.

At the end of FY 10, North Idaho College will have partially equipped 101 of 152 classrooms for media presentations using readily available technology like projectors, internet-attached computers, and audio/video players. Rooms will 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 will 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 \$311,600 as the second of a two-year installation program 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 not included.

In addition NIC will continue with a Student Book Scholarship of \$150,000 that will provide textbooks to students who are in need to continue with their formal education. These scholarships are awarded to students who otherwise would not be eligible to receive scholarships. The scholarships are useable only in the NIC Bookstore for textbooks necessary in classes.

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CRITICAL NEEDS**AGENCY: College of Western Idaho**

Agency No.: 501

FY 2011 Request

FUNCTION:

Function No.: 02

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.03		Title: Critical Needs – Facility Upgrades			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. Operating Expenses – facility leases and/or additional costs related to increased enrollment.					
2. Renovate and remodel classroom space in Canyon County Center (CCC).	\$ 202,800				\$ 202,800
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$ 202,800				\$ 202,800

How connected to institution/agency and Board strategic plans:

The FY 2010 appropriation included \$ 277,500 in federal stimulus funds to partially offset the 7% general fund base reduction and 5% cut in personnel costs. It was anticipated that an equal amount of federal stimulus funds would be available in FY 2011 in order to maintain the same level of operating funds as FY 2010.

This request is connected to the College of Western Idaho (CWI) strategic plan as follows:

Goal 1: CWI is known for its quality, 21st century teaching in all learning environments.

Strategy 7: Create consistency of services at all locations.

Strategy 8: Utilize 21st century technologies to enhance teaching and learning.

Goal 7: CWI keeps pace with future learning through state of the art environment and facilities.

Strategy 1: Complete a facilities master plan.

Description:

The Division of Financial Management (DFM) has been working with the U.S. Department of Education in making formal application for the stimulus funds. Pursuant to a memo received from Wayne Hammon on May 21, 2009, there has been a major adjustment to the amount of stimulus funds available to higher education in FY 2011.

The original plan for the State Department of Education (SDE) was to use \$85m in stimulus funds in FY 2009. After reviewing the Idaho application for federal funds, the U.S. Department of Education determined that stimulus funds could not be used in FY 2009 and required Idaho to use these funds in FY 2010. Subsequently, the Legislature appropriated a FY 2009 supplemental appropriation for \$85m from the Public Education Stabilization Fund to SDE (HB 378). Before this appropriation, the amount needed to restore the FY 2010 general fund appropriation to the FY 2009 level was around \$108m. Now that amount includes an additional \$85m or a total of \$194m.

This changes the proportion of the K12 and Higher Ed shortfall and results in a reallocation of federal stimulus funds. Instead of Higher Ed getting \$35.4m over two years they would receive \$22.5m. Since Higher Ed is getting \$17.7m in FY 2010, this would leave \$4.8m for FY 2011. This is an overall reduction of \$13m; however, the calculation below shows the total proportion of funding (general and stimulus):

FY 2009	K12 81.4%	HE 18.6%
FY 2010	K12 81.2%	HE 18.8%
FY 2011	K12 80.6%	HE 19.4%

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?

Request is for facility leases or and related operating costs to accommodate increased enrollment and classroom technology. No additional 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 a base restoration in operating funds to allow CWI to invest state appropriated funds into facility leases/operating costs and renovation and remodeling of the Canyon County Center (CCC). This will allow for expenditures at a level anticipated for FY 2011 before the federal stimulus funds were reallocated to other education functions. (K-12).

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.

Funds requested are one-time for classroom-related costs and facility upgrades, even though projects of this nature will need to be undertaken every 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?

Students are being served by this request. Not funding base restorations will result in a limitation in course offerings due to insufficient classroom space and out-of-date technology for teaching and learning.

Also, decreases in State funding may jeopardize participation in some Federal Financial Aid programs. According to Section 116 of the Higher Education Opportunity Act, the State shall provide funding which is equal to or greater than the average amount provided for non-capital and non-direct research and development expenses or costs during the five most recent years.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first.

This item was not requested in the FY 2010 budget request because enrollment estimates were uncertain, at the time the budget request was made CWI was not yet providing instruction (transfer from BSU had not taken place).

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STATE BOARD OF EDUCATION

FY 2011 Budget Request

Colleges & Universities/Agencies

Calculation of Occupancy Costs

		% of Use for				(1)		(2)		(3)		(4)		(5)					
		Projected Date	Non-Aux.	Gross	Non-Aux.	Custodial Costs				Utility	Maintenance Costs			Total	% qtrs	Prior Year	Revised		
Institution/Project		of Occupancy	Education	Sq Footage	Sq Footage	FTE	Sal & Ben	Supplies	Total	Estimate	Repl Value	Cost@1.5%	Other	Occ Cost	used in FY10	Funding	FY10		
BOISE STATE UNIVERSITY																			
Park Center		**	Sept. 2008	100%	83,801	83,801	3.22	105,400	8,400	113,800	146,700	16,760,200	251,400	77,900	589,800	100%		589,800	
Norco Building (floors 3 and 4)			July-09	48%	81,300	39,017	1.50	49,100	3,900	53,000	68,300	8,661,774	62,400	37,000	220,700	100%		220,700	
Norco Building classroom 1st floor			July-09	2%	81,300	1,374	0.05	1,600	100	1,700	2,400	305,028	100	1,300	5,500	100%		5,500	
Capitol Village University Adv.			March-06	100%	8,954	8,954	0.34	11,100	900	12,000	15,700	1,790,800	26,900	8,300	62,900	100%		62,900	
Non Auxiliary Space in Parking Deck			Oct. 2007	50%	10,346	5,173	0.20	6,500	500	7,000	9,100	1,034,500	7,800	4,800	28,700	100%		28,700	
Capitol Village Emeritus Guild			March-09	100%	2,111	2,111	0.08	2,600	200	2,800	3,700	422,000	6,300	2,000	14,800	100%		14,800	
Capitol Village Adv. Expansion			March-09	100%	1,512	1,512	0.06	2,000	200	2,200	2,600	302,400	4,500	1,400	10,700	100%		10,700	
** Park Center Space utilization is pending. It will need to be reviewed, with potential changes this schedule. What is being requested is the maximum amount, and this may be reduced depending on information not yet available.						5.45	178,300	14,200	192,500	248,500		359,400	132,700	933,100		0	933,100		
IDAHO STATE UNIVERSITY																			
Rendezvous Center (Acad Side)			June-07	100%	101,920	101,920	3.92	128,400	10,200	138,600	178,400	15,000,000	225,000	90,500	632,500	100%	300,000	332,500	
Meridian Building			July-09	100%	90,000	90,000	3.46	113,300	9,000	122,300	157,500	12,960,000	194,400	79,700	553,900	100%		553,900	
CAES			July-08	33%	55,000	18,333	0.71	23,300	1,800	25,100	32,100	15,400,000	77,000	26,400	160,600	100%		160,600	
						8.09	265,000	21,000	286,000	368,000		496,400	196,600	1,347,000		0	1,047,000		
UNIVERSITY OF IDAHO																			
Alumni Residence Center (A)			January-06	100%	28,667	28,667	1.10	36,000	2,900	38,900	50,200	6,905,905	103,600	27,600	220,300	100%		220,300	
Vandal Athletic Center (B)			January-04	14%	35,236	5,000	0.19	6,200	500	6,700	8,800	8,175,148	17,400	10,400	43,300	100%		43,300	
Living Learning Center @			May-04	5%	202,616	10,180	0.39	12,800	1,000	13,800	17,800	37,800,000	28,500	38,100	98,200	100%		98,200	
UI Research Park Post Falls			July-02	38%	30,580	11,700	0.45	14,700	1,200	15,900	20,500	5,321,583	30,500	13,300	80,200	100%		80,200	
Professional Golf Mgmt Program Space			July-04	51%	3,642	1,860	0.07	2,300	200	2,500	3,300	718,835	5,500	2,000	13,300	100%		13,300	
Teaching and Learning Center			January-05	100%	27,228	27,228	1.05	34,300	2,700	37,000	47,600	4,475,052	67,100	24,500	176,200	100%		176,200	
Collaborative Center for Applied Fish Stu			September-06	50%	13,525	6,762	0.26	8,500	700	9,200	11,800	3,259,123	24,400	7,800	53,200	100%		53,200	
Idaho Water Center*			Phased Aug 04 to May 08	30%	225,227	67,500	2.60	85,000	6,800	91,800	118,100	54,764,643	246,200	95,800	551,900	100%	375,000	176,900	
Janssen Engineering Bldg**			March-09	100%	3,079	3,079	0.12	3,900	300	4,200	5,400	1,929,600	28,900	3,900	42,400	100%		42,400	
						6.23	203,700	16,300	220,000	283,500		552,100	223,400	1,279,000		0	904,000		
LEWIS-CLARK STATE COLLEGE																			
Nursing & Health Science Faculty			July-09	100%	60,000	60,000	2.31	76,000	6,000	82,000	105,000	16,000,000	240,000	59,000	486,000	100%		486,000	
College of Southern Idaho			January-10	100%	72,400	72,400	2.78	87,700	7,200	94,900	126,700	18,000,000	270,000	70,100	561,700	50%		280,900	
Health Science & Human Services																			
College of Western Idaho																			
CWI Main building (Nampa)			January-09	100%	65,000	62,600	2.41	74,300	6,300	80,600	109,600	15,000,000	225,000	60,200	475,400	100%		475,400	
Canyon County Center			July-09	100%	77,000	77,000	2.96	91,300	7,700	99,000	134,800	12,960,000	194,400	69,700	497,900	100%		497,900	
						5.37	165,600	14,000	179,600	244,400		419,400	129,900	973,300		0	973,300		

OCCUPANCY COSTS

45
46
47
48

49 (1) FTE For the first 13,000 gross square footage and in 13,000 GSF increments thereafter, .5 Custodial FTE will be provided.

50 (2) Salary for custodians will be 80% of Policy for pay grade "E" as prepared by the Division of Human Resources.

51 Benefit rates as stated in the annual Budget Development Manual prepared by the Division of Financial Management.

52 Salary CU: \$19,635.00 CC: \$18,700.00

53 Benefits

54 FICA

55 SSDI salary to \$92,150 6.2000% x salary

56 SSHI 1.4500% x salary

57 Unemployment Insurance 0.1900% x salary

58 Life Insurance 0.9000% x salary

59 Retirement

60 Regular 10.3900% x salary

61 Workmans Comp x salary

62 Sick Leave 0.6500% x salary

63 Human Resources x salary

64 19.7800%

65 Health Insurance \$8,440.00 per position

66 Supplies 0.10 UI

BSU	ISU	UI	LCSC	CSI	NIC	CWI
3.68%	3.68%	3.80%	4.56%	3.40%	???	???
0.34%	0.34%	0.34%	0.34%	0.34%	0.34%	0.34%
23.8000%	23.8000%	23.5800%	24.6800%	23.5200%	#VALUE!	#VALUE!

(3) Annual utility costs will be projected at \$1.75 per 1.75

(4) Building maintenance funds will be based on 1.5% of the construction cost (excluding architectural/engineering fees, site work, movable equipment, etc.) for new buildings or 1.5% of the replacement value for existing buildings.

(5) Other:

IT Maintenance 1.5000 GSF

Security 0.2200 GSF

General Safety 0.0900 GSF

Research & Scientific Safety Costs 0.5000 GSF

Total 2.3100

Too High - Used 1/3 0.7700 GSF

Landscape Greenscape 0.0003 CRV

Insurance Costs 0.0005 CRV

Total 0.00080 CRV

AGENCY: Boise State University

Agency No.: 512

FY 2011 Request

FUNCTION: CAES

Function No.: 01

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

Center for Advanced Energy Studies -					
A: Decision Unit No: 12.03	Title: Draft	Priority Ranking 3 of 5			
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.08				8.08
PERSONNEL COSTS:					
1. Salaries	587,431				587,431
2. Benefits	201,560				201,560
3. 5 Graduate Assistants stipends and fringe.	122,083				122,083
TOTAL PERSONNEL COSTS:	911,074				911,074
OPERATING EXPENDITURES by summary object:					
1. Graduate Assistants tuition waivers	43,312				43,312
2. Materials and Supplies	20,614				20,614
TOTAL OPERATING EXPENDITURES:	63,926				63,926
TRAVEL by summary object:					
1.	25,000				25,000
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 directly supports the State Board of Education's objective to support and enhance 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."

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.

This FY2011 budget request is for funding to support and build the educational, research, and policy capabilities of Boise State University both in the areas of science/engineering and policy. Although one-time funding was provided for FY 2010 (AFFA Funds), permanent funding needs to be secured. This is the same request of on-going funds as was requested in the 2010 budget request.

Specifically, Boise State is requesting funding for:

- Materials Science and Engineering Support:
 - o Two (2) postdoctoral associates, one (1) associate professor, two months faculty summer support, 1.77 FTE for research scientists/faculty, four (4) graduate research assistantships, materials and supplies and travel expenses.
- Energy Policy Institute (EPI) Support:
 - o One (1) EPI director, one EPI assistant director, one (1) assistant professor, one half time professional staff member, two half time graduate research assistantships, and a modest amount for materials and supplies.

AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: C. CAES

Agency No.: 513

Function No.: 1000

Activity No.:

FY 2011 Request

Page 1 of 3 PagesOriginal Submission X or

Revision No. ____

Center for Advanced Energy Studies in Idaho Falls					
A: Decision Unit No: 12	Title:			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.3				8.3
PERSONNEL COSTS:					
1. Salaries	634,400				634,400
2. Benefits	195,000				195,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	829,400				829,400
OPERATING EXPENDITURES by summary object:					
1. Materials and Supplies	60,000				60,000
2. Travel	50,000				50,000
3. Communications	60,600				60,600
TOTAL OPERATING EXPENDITURES:	170,600				170,600
CAPITAL OUTLAY by summary object:					
1. Equipment					
2. Startup Packages					
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:

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)

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 costs (OE) are also requested.

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, 2009. 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.**
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. **8.3 FTE, as described in attached document.**
 - 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.**
 - 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 2010 budget request are not prioritized first. **This request is a continuation of the FY10 budget request.**

<u>Year</u>	<u>FY11</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	\$15,576.29		\$89,749.09
Yr. 1	Assistant Professor NE, Fuels & Modeling	\$70,000.00	75%	\$52,500.00	\$11,025.00	\$6,525.00	\$70,050.00
Yr. 1	Research Professor NE, Fuel Cycle	\$139,256.00	70%	\$97,479.20	\$20,470.63		\$117,949.83
Yr. 1	Assoc. Prof. NE, Nuclear Materials	\$85,000.00	60%	\$51,000.00	\$10,710.00	\$5,220.00	\$66,930.00
Yr. 1	Assoc. Prof. NE, Fuels	\$85,000.00	50%	\$42,500.00	\$8,925.00	\$4,350.00	\$55,775.00
Yr. 1	Research AoP Physics, Detectors	\$63,918.40	50%	\$31,959.20	\$6,711.43	\$4,350.00	\$43,020.63
Yr. 1	Research AP Physics, Materials	\$63,294.40	50%	\$31,647.20	\$6,645.91	\$4,350.00	\$42,643.11
Yr. 1	Professor NE, Reactors	\$48,859.20	25%	\$12,214.80	\$2,565.11	\$2,175.00	\$16,954.91
Yr. 1	Asst. Prof. Health Physics - Reactors	\$58,801.60	50%	\$29,400.80	\$6,174.17	\$4,350.00	\$39,924.97
Yr. 1	Technician/Assistant Lecturer Nuc. Eng.	\$60,008.00	100%	\$60,008.00	\$12,601.68	\$8,700.00	\$81,309.68
Yr. 1	AA II	\$31,512.00	100%	\$31,512.00	\$6,617.52	\$8,700.00	\$46,829.52
Yr. 2	Asst. Prof. Mechanical/Materials	\$70,000.00	50%	\$35,000.00	\$7,350.00	\$4,350.00	\$46,700.00
Yr. 2	Assoc. Prof. Applied Math/Modeling	\$85,000.00	50%	\$42,500.00	\$8,925.00	\$4,350.00	\$55,775.00
Yr. 2	Assoc. Prof. Hydrogen	<u>\$85,000.00</u>	50%	\$42,500.00	\$8,925.00	\$4,350.00	\$55,775.00
Totals:		\$1,093,995.20		\$634,394.00	\$133,222.74	\$61,770.00	\$829,386.74
		FTE:	8.3				
		People:	14				

AGENCY: University of Idaho
FUNCTION: General Education
ACTIVITY:

Agency No.: 514
 Function No.: 01
 Activity No.:

FY 2011 Request
 Page 1 of 4 Pages
 Original Submission X or
 Revision No. ____

A: Decision Unit No: 12.03		Title: Center for Advanced Energy Studies (CAES)			Priority Ranking 3 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.36				8.36
PERSONNEL COSTS:					
1. Salaries	687,200				687,200
2. Benefits	234,180				234,180
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	921,380				921,380
OPERATING EXPENDITURES by summary object:					
1. Supplies	30,000				30,000
2. Maintenance Costs					
3. Services					
4. Other	48,620				48,620
TOTAL OPERATING EXPENDITURES:	78,620				78,620
CAPITAL OUTLAY by summary object:					
1. Capital Equipment	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

How connected to institution/agency and Board strategic plans:

This request supports the goals outlined in the University of Idaho - Idaho Falls (UIIF) strategic plan in the areas of "Clean Energy" and "Water and Energy" and is linked to the University's 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 supports 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.

Description:

One million dollars in recurring funding is requested to build the research, policy, and educational capabilities of the Center for Advanced Energy Studies (CAES)¹. Specifically eight (8) research active faculty members, two (2) senior technician positions, a full time Associate Director with a faculty appointment, and an Administrative Support person will be recruited and hired with the balance of the requested recurring funding being used for the maintenance of research equipment and general purpose computers and renewals. The costs presented are based on FY2009 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 and supported by one-time funding in FY2009),
- b) Energy Geoscientist (College of Science; recruited and hired in FY 2011),
- c) Biofuels/Bioenergy Scientist or Engineer (College of Agriculture and Life Sciences; recruited and hired in FY2010),
- d) Natural Resource/Water-Energy Scientist or Policy Expert (College of Natural Resources; recruited and hired in FY2010),
- e) Energy Law Professor (College of Law; recruited and hired in FY 2011), and
- f) Carbon Management Scientist (College of Science, College of Natural Resources, or College of Agriculture and Life Sciences; recruited and hired in FY 2011).

The faculty members will be hired by their respective colleges on academic year appointments, supported for 6 months per year on this request, and spend at least part of the year in the new 55,000 square foot CAES research building located in Idaho Falls. These hires will also be supported through CAES joint appointments with the Idaho National Laboratory (INL) for the remainder (3 months) of their academic appointments and on grants and contracts for the summers. In addition to the above 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 2010 to replace the part-time director currently funded by the Idaho National Laboratory) will also be hired. Funds are also requested support the general research operational needs of the CAES faculty members, specifically

- a) Research equipment maintenance agreements and repairs (ongoing)
- b) Desk top computers and renewals (for both faculty and graduate students; ongoing)

Budget requests by year and category are provided in the attached spreadsheet.

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.**

¹ CAES is a public/private partnership between the State of Idaho through its academic research institutions, Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI), and the federal government through the Department of Energy and its Idaho National Laboratory (INL), which is managed by the private entity the Battelle Energy Alliance (BEA). Through its collaborative structure, CAES combines the efforts of these four research institutions to provide timely research support on both technical and policy issues.

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**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

**University of Idaho
Request for Recurring State Funding for
Center for Advanced Energy Studies
May 14, 2009**

One million dollars in recurring funding is requested to build the research, policy, and educational capabilities of the Center for Advanced Energy Studies (CAES) ¹. Specifically eight (8) research active faculty members, two (2) senior technician positions, a full time Associate Director with a faculty appointment, and an Administrative Support person will be recruited and hired with the balance of the requested recurring funding being used for the maintenance of research equipment and general purpose computers and renewals. The costs presented are based on FY2009 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 and supported by one-time funding in FY2009)
- b) Energy Geoscientist (College of Science; recruited and hired in FY 2011)
- c) Biofuels/Bioenergy Scientist or Engineer (College of Agriculture and Life Sciences; recruited and hired in FY2010)
- d) Natural Resource/Water-Energy Scientist or Policy Expert (College of Natural Resources; recruited and hired in FY2010)
- e) Energy Law Professor (College of Law; recruited and hired in FY 2011)
- f) Carbon Management Scientist (College of Science, College of Natural Resources, or College of Agriculture and Life Sciences; recruited and hired in FY 2011)

The faculty members will be hired by their respective colleges on academic year appointments, supported for 6 month per year on this request, and spend at least part of the year in the new 55,000 square foot CAES research building located in Idaho Falls. These hires will also be supported through CAES joint appointments with the Idaho National Laboratory (INL) for the remainder (3 months) of their academic appointments 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 2010 to replace the part-time director currently funded by the Idaho National Laboratory) will also be hired. Funds are also requested to support the general research operational needs of the new CAES faculty members, specifically

- a) Research equipment maintenance agreements and repairs (ongoing)
- b) Desktop computers and renewals (for both faculty and graduate students; ongoing)

Budget requests by year and category are provided in the attached spreadsheet.



¹ CAES is a public/private partnership between the State of Idaho through its academic research institutions, Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI), and the federal government through the Department of Energy and its Idaho National Laboratory (INL), which is managed by the private entity the Battelle Energy Alliance (BEA). Through its collaborative structure, CAES combines the efforts of these four research institutions to provide timely research support on both technical and policy issues.

University of Idaho									
Request for recurring State Funding for the Center for Advanced Energy Studies									
Base Salaries from 2007-08 Academic Year Market Salaries Survey for 100% Market Level, Associate Professor in appropriate disciplines or actual salary for existing hires*. (Oklahoma State University Faculty Salary Study). Fringe cacluated as 23.5% of Base Salary plus \$8.7K for Health Benefits. (updated 07/03/2008)							Request (\$K)		
	Position	Appointment (9mo/12mo)	Base Salary	Fringe	Salary plus Fringe	Fraction of Salary	FY2009 (actual, one-time funds)	FY2010	FY2011 and beyond
1	Nuclear (Material Science)*	9	\$ 76.59	\$26.70	\$103.28	0.67	\$ 76.20	\$ 69.20	\$ 69.20
2	Nuclear (Mechanical Engineering)*	9	\$ 86.88	\$29.12	\$116.00	0.67	\$ 75.98	\$ 77.72	\$ 77.72
3	Nuclear (Chemical Engineering)*	9	\$ 76.69	\$26.72	\$103.41	0.67	\$ 76.64	\$ 69.29	\$ 69.29
4	Energy Geoscientist	9	\$ 74.13	\$26.12	\$100.25	0.67		\$ 67.16	\$ 67.16
5	Energy - Natural Resources	9	\$ 73.70	\$26.02	\$ 99.72	0.67	\$ 57.44	\$ 66.81	\$ 66.81
6	BioEnergy	9	\$ 78.46	\$27.14	\$105.60	0.67	\$ 81.96	\$ 70.75	\$ 70.75
7	Energy Law	9	\$106.91	\$33.83	\$140.74	0.67		\$ 94.29	\$ 94.29
8	Carbon Management	9	\$ 78.46	\$27.14	\$105.60	0.67		\$ 70.75	\$ 70.75
9	CAES Assoc. Director	12	\$164.97	\$47.47	\$212.43	1		\$ 212.43	\$ 212.43
10	Senior Technician (1)	12	\$ 47.09	\$19.77	\$ 66.86	0.5	\$ 29.33	\$ 33.43	\$ 33.43
11	Seniot Technician (2)	12	\$ 47.09	\$19.77	\$ 66.86	0.5		\$ 33.43	\$ 33.43
12	Managment Assistant	12	\$ 38.40	\$17.72	\$ 56.12	1		\$ 56.12	\$ 56.12
Total Labor							\$ 397.55	\$ 921.38	\$ 921.38
Desk Top Computing Renewal (12 per year at \$2.5K each)								\$ 30.00	\$ 30.00
Maintenance/Repair of Equipment								\$ 48.62	\$ 48.62
Total Request							\$ 397.55	\$1,000.00	\$1,000.00

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FY 2011 BUDGET REQUEST

Institution / Agency: SBOE Scholarships and Grants

Decision Unit / Line Item: 12.01

Category: New/Expanded Programs

(New / Expanded Programs, Operating Support, Maintenance / Infrastructure (Including Occupancy Costs), Salary Enhancements)

Title: Opportunity Scholarship Programs

FTP:

Gen	\$1,000,000	Fed	\$	Ded/Other	\$	Total	\$1,000,000
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The Opportunity Scholarship is Idaho's primary need-based scholarship. It is designed on a shared responsibility model with state dollars being the "last dollars". This means that a student must apply for federal aid, have a self or family contribution element before they would be eligible for the Opportunity Scholarship. In FY07 and FY08, the initial years of this program, \$10 million dollars was put into an endowment fund and \$1.925 million was designated to fund scholarships for the 2007-2008 and 2008-2009 academic years. Approximately 700 students each year have received this renewable scholarship with the majority of students receiving the maximum award of \$3,000. Unfortunately, as result of the financial difficulties during this year, funds were not available to fund neither the endowment nor the ongoing scholarships. The Board was permitted to use the earnings from the endowment and \$1,000,000 from the corpus for FY10. This may permit us to fund qualifying renewals, but new awards will be very limited. This request is for \$1,000,000 from the State General Fund to assist in funding scholarships for fiscal year 2011. **\$1,000,000**

FY 2011 BUDGET REQUEST

Institution / Agency: SBOE Scholarships and Grants

Decision Unit / Line Item: 12.01

Category: New/Expanded Programs

(New / Expanded Programs, Operating Support, Maintenance / Infrastructure (Including Occupancy Costs), Salary Enhancements)

Title: Promise Category A Scholarship Programs

FTP:

Gen	\$250,000	Fed	\$	Ded/Other	\$	Total	\$250,000
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The Robert R. Lee Promise Category A Scholarship provides between 20-40 new scholarships each year to academic and professional-technical students. The award is \$3,000/year renewable up to four years for academic programs and for the term of the professional-technical program, up to three years. For the FY2010 year we were only able to award 22 new scholarships for the 2009-2010 academic year. The current state funding for the Promise Category A Scholarship is \$331,300, which allows for a maximum of 110 active participants at any one time. Idaho Code allows for a total of no greater than 400 and no more than 100 new awards a year. 189 new applicants met or exceeded the criteria to apply for the academic scholarship. The applicants were academically gifted with extremely high grade point averages, and very high national test scores. After awarding 17 scholarships, there were still 172 students with GPA's of 3.5 or higher and ACT scores of 28 or higher that were not offered scholarships. There were five offers made to qualifying professional-technical applicants for a total of 22 new Robert Lee Promise A scholarships. **\$250,000**

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

MEDICAL EDUCATION

No Line Items anticipated as of agenda preparation.

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BIO-MED RESEARCH

AGENCY: Boise State University
FUNCTION: Biomedical Research
Initiative with VA Medical Center

Agency No.: 512

FY 2011 Request

Function No.: 01

Page ____ of ____ Pages
 Original Submission X or
 Revision No. ____

ACTIVITY:

Activity No.:

A: Decision Unit No: 12.05		Title: Biomedical Research			Priority Ranking 5 of 5
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.

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BIO-MED RESEARCH

AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: F. VA Biomedical Research

Agency No.: 513

Function No.: 1000

Activity No.:

FY 2011 Request

Page 1 of 2 Pages

Original Submission X or

Revision No. ____

Veterans Administration					
A: Decision Unit No: 12.01	Title: Biomedical Research Collaborative	Priority Ranking 1 of 1			
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:

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:

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, funding for 3.5 FTE, as well as funding for graduate assistantships.**
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 2010 budget request are not prioritized first. **This is a new request for ongoing and one-time appropriated funding.**

BIO-MED RESEARCH**AGENCY: University of Idaho**

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.:

Activity No.:

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A: Decision Unit No: 12.09		Title: Biomedical Research			Priority Ranking 9 of 9
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.

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.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

ONE-TIME UNIQUE

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: 12.04		Title: Base Operating Funds			Priority Ranking 4 of 5
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.

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 2010 budget request are not prioritized first.

This item was requested in the FY 2010 budget request.

ONE-TIME UNIQUE

AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: G. One-Time Projects

Agency No.: 513

Function No.: 1000

Activity No.:

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ISU Clinical Laboratory Sciences					
A: Decision Unit No: 12	Title: Boise Expansion			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. Travel					
2. Communications					
3. Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Startup/lab equipment (one-time)	450,000				450,000
2. Communications equip. (one-time)	175,000				175,000
TOTAL CAPITAL OUTLAY:	625,000				625,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	625,000				625,000

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)

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 one-time capital outlay to equip the ISU Meridian facility for the Clinical Laboratory Sciences Program (CLS) to serve the program's communications and instructional needs in the Boise/Meridian area. The one-time funding entails faculty startup equipment, student instructional and lab 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. Likewise, the one-time capital outlay will fund similar equipment to enable expansion of the CLS program from the Pocatello campus to the ISU Idaho Falls campus. This expansion will enable the institution to better partner with the Eastern Idaho Regional Medical Center to meet their needs, as well as the needs of rural hospitals and healthcare organizations, for qualified and well-trained CLS professionals.

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 2010 budget request are not prioritized first. **This request is a continuation of the unfunded FY10 budget request.**

ONE-TIME UNIQUE

AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: G. One-Time Projects

Agency No.: 513

Function No.: 1000

Activity No.:

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A: Decision Unit No: 12		Title: Library Materials & Resources			Priority Ranking 2 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. To address backlog in unprocured serials backfiles and monographs to support research mission	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)

ONE-TIME UNIQUE

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 budget request is to fund a backlog of serials backfiles and research monographs purchases that ISU's Oboler Library has built up over the past three years due to reallocations to cover unfunded serials inflationary increases. This requested amount represents four years of inflationary increases in the information resources budget (books, journals, databases). The inflation requests for the last three years were funded as follows:

Year	Base Budget	Inflation Received
2007	\$2,392,864	0.00
2008	\$2,392,864	\$159,800 (one-time)
2009	\$2,392,864	\$165,000 (one-time)
2010	\$2,392,864	Unfunded/0.00

In responding to both increasing serials costs due to inflation as well as state-mandated budget reductions, ISU's Oboler Library has had to temporarily suspend the purchase of serials backfiles and monographs which are vital to the support of the institution's research mission. This request for one-time funding will allow the library to address the purchasing backlog in these areas and bring our serials backfiles and monographs back up to date.

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 to cover one-time purchases of serials backfiles and research monographs, as described 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. **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.

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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; request is for one-time capital outlay 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?

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 be unable to maintain the currency of its serials and monograph resources.

If this request is not funded, faculty and student research and instruction will be adversely affected in all areas.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first.

This request was part of the FY 2010 budget request but was not funded.

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ONE-TIME UNIQUE**AGENCY: Idaho State University**

FUNCTION: General Education

ACTIVITY:G. One-time Projects

Agency No.: 513

Function No.: 1000

Activity No.:

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A: Decision Unit No: 12		Title: ERP Implementation Support			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. 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	533,200				533,200

How connected to institution/agency and Board strategic plans:

The implementation of ISU's new Enterprise Resource Planning (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)

ONE-TIME UNIQUE

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	
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	\$533,200

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 the 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. **None.**
 - 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

ONE-TIME UNIQUE

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 the 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 2010 budget request are not prioritized first. **This is a new request for one-time appropriated funding.**

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ONE-TIME UNIQUE

AGENCY: University of Idaho
FUNCTION: General Education
ACTIVITY:

Agency No.: 514
 Function No.: 01
 Activity No.:

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Research Compliance & Safety Support					
A: Decision Unit No: 12.04	Title: Support			Priority Ranking 4 of 8	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	6.00				6.00
PERSONNEL COSTS:					
1. Salaries	304,092				304,092
2. Benefits	122,102				122,102
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	426,194				426,194
OPERATING EXPENDITURES by summary object:					
1. Support Materials & Maintenance	18,000				18,000
2. Office Operations	18,000				18,000
3. Travel	8,000				8,000
4. Software Modules (2)	30,000				30,000
5. Training Service & Materials	52,000				52,000
6. Hazardous & Radioactive Material Disposal	34,000				34,000
TOTAL OPERATING EXPENDITURES:	160,000				160,000
CAPITAL OUTLAY by summary object:					
1. Vehicle	25,000				25,000
2.					
3.					
TOTAL CAPITAL OUTLAY:	25,000				25,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	611,194				611,194

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.

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.

UI Goal 4, B 3: Employ best practices and distribute authority-responsibility-accountability to efficiently and effectively manage the people, programs, and places of the University.

This request will provide the needed increases to compliance and safety services in support of the research mission at UI. These programs are critical to UI's research mission.

Federal regulations govern our use of animals, human subjects and biohazard materials we use in the course of achieving our teaching and research goals. The regulations are stringent and the penalties for non-compliance significant. In 2007, there was an audit finding that required we hire a compliance officer to monitor these activities. Additionally a benchmark analysis of Research Compliance Office staff size in July of 2006 with comparable Universities indicates a significant gap between staff size at UI and other Universities (see attached analysis). A compliance officer has been hired using internal temporary funds with the understanding that a permanently funded, compliance unit was necessary. The compliance unit is responsible for developing policies to insure adherence to the plethora of compliance regulations we as an institution are bound by. The impact of not funding this activity could be unsafe practices resulting in injury or damage to employees, students or facilities; fines and penalties as well as loss of federal grant funding.

A strong compliance and safety function will serve UI research by establishing clear compliance and safety policies, procedures and processes, train faculty, staff, and students, and monitor efforts. To this end, UI is requesting permanent funding for the Research Compliance Unit, Sponsored Project Trainer, and Lab Safety programs.

Performance Measures: Reduction in deficiencies or violations noted by federal agency inspections involving animals, human subjects, and biohazard materials. 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 compliance, safety support services, training, monitoring, and enforcement is critical to UI's research success. This request will add four positions to UI's Research Office and 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.

This request will specifically provide for:

Research Compliance Unit

- Chief Compliance Officer, NFE3, Full-time benefit eligible, salary \$87,000 benefits \$28,885. This position was filled November 2008, funded through temporary reallocations and is anticipated to continue for the foreseeable future.
- Compliance Auditor, NFE2, Full-time benefit eligible, salary \$50,000, benefits \$20,190. This is a new hire, and upon approval would start recruitment to target a hire date in line with availability of funding. This position would provide federally mandated post approval monitoring of compliance activity.
- Administrative Assistant 2, Pay grade G, Full-time, benefit eligible, salary \$32,072, benefits \$15,977. We have an immediate need to temporarily redirect funds for administrative support to the current compliance officer and oversight committees. To that end are prepared to temporarily reassign other centrally allocated URO administrative support funds to hire an AA2 effective July 2009. However, a permanent salary is being requested from the State to support the work of this unit. The borrowed funds would otherwise support an equally important support staff for the Office of Sponsored Programs.
- Administrative Supplements, in the amount of \$20,000 plus benefits at \$4,700 are requested to support faculty administrative supplements while serving as compliance committee chairs. Rate will vary by appointment, estimated at \$7,000 - 10,000 per chair per year.
- Operating Funds, in the amount of \$50,000 per year are requested to fund basic unit operations, necessary travel, and purchase access to two database modules for tracking and recording the protocols associated with animal care and use and human subjects protection.

Sponsored Project Trainer

- Trainer, NFE2, Full-time benefit eligible, salary \$50,000, benefits \$20,190. This is a new hire, and upon approval would start recruitment to target a hire date in line with availability of funding. This position will develop on-line and face-to-face training modules as well as deliver training and provide information delivery training to content experts.
- Operating Funds, in the amount of \$13,000 per year are requested to fund basic operations, material development costs and limited statewide travel for delivery of

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specialized courses when most appropriate and for required monitoring and facility reviews.

Laboratory Safety Program

- Lab Safety Technician, Full-time, benefit eligible, salary \$32,510, benefits \$16,080, training & support \$3,000 annually.
- Hazardous Waste Technician, Full-time, benefit eligible, salary \$32,510, benefits \$16,080, 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.
- Vehicle to pick-up wastes for storage and disposal \$25,000 one time.

Compliance Office Staff Benchmark FTE Data for July, 2006			
University	R&D Expenditures FY 2006	Ranking by R&D Expenditures FY 2006	Compliance Office Staff FTE's (2006)
University of Idaho	86,863,000	96	1.5
Kansas State University	123,746,000	80	3.0
Mississippi State University	189,917,000	59	12.0
Oklahoma State University	100,323,000	90	6.0
Auburn University	127,522,000	78	4.0

ONE-TIME UNIQUE**AGENCY: University of Idaho**

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.: 01

Activity No.:

FY 2010 Request

Page 1 of 3 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.05		Title: Maintenance/Infrastructure			Priority Ranking 5 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	17.00				17.00
PERSONNEL COSTS:					
1. Salaries	583,400				583,400
2. Benefits	280,600				280,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	864,000				864,000
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	2,136,000				2,136,000
TOTAL CAPITAL OUTLAY:	2,136,000				2,136,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	4,000,000				4,000,000

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
- Organization, Culture, and Climate

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 2011 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 for general education buildings at the University of Idaho exceed \$130,000,000. 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. Routine maintenance funding at the University of Idaho has fallen from 0.9% of CRV in FY95 to 0.57% of CRV in FY08.
- **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. Total support through the University of Idaho Internal Capital program and the DPW Alteration and Repair program fell from 0.9% of CRV in FY95 to only 0.36% of CRV in FY06. FY07 and FY08 funding was significantly higher, bringing the total funding up to 1.7% of CRV in FY08. FY09 funding is somewhat lower and funding is anticipated to drop to historical levels in FY10.
- **Facility Condition Index:** This index compares backlogged maintenance & repair needs to CRV. Best practice suggests a ratio of under 1.0%. The University of Idaho deferred maintenance needs, valued at approximately \$130m, yield an FCI of nearly 18%, a 'critical' backlog of accumulated repair and replacement needs resulting from consistent underfunding of building maintenance at the University of Idaho.

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**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

ONE-TIME UNIQUE

AGENCY: University of Idaho

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.: 01

Activity No.:

FY 2011 Request

Page 1 of 4 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.06		Title: Third-Year Law Program in Boise			Priority Ranking 6 of 7
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	4.0				4.0
PERSONNEL COSTS:					
1. Salaries	285,000				285,000
2. Benefits	100,735				100,735
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	385,735				385,735
OPERATING EXPENDITURES by summary object:					
1. Supplies	100,000				100,000
2. Maintenance costs					
3. Services					
4. Other					
TOTAL OPERATING EXPENDITURES:	100,000				100,000
CAPITAL OUTLAY by summary object:					
1. Law library books and technology	315,000				315,000
2. Office equipment	100,000				100,000
TOTAL CAPITAL OUTLAY:	415,000				415,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	900,735				900,735

How connected to institution/agency and Board strategic plans:

Board Plan 2010-2014 (Note: In August, 2008, the Board approved the establishment of a third-year law program in Boise by the University of Idaho.)

Goal I – Quality A third-year law program in Boise will enable the College of Law to attract a more competitive student body and to deepen the curriculum, especially in the areas of business and commercial law. The program will complement and strengthen the College in Moscow.

Goal II – Access The third-year program in Boise will enable law students from southern Idaho to receive at least part of their legal education at lower cost, with less borrowing, due to enhanced opportunities to earn income while studying and with more income opportunities for spouses/partners.

Goal III—Efficiency The third-year program will be part of an integrated statewide curriculum taking advantage of specialized teaching and externship resources in Boise that could not be replicated, except at much higher cost, in Moscow.

Performance Measures: Requests by existing law students to participate in Boise program, and yield rate on offers of admission to future first-year students after third-year program is operational.

Agency Plan (University of Idaho Strategic Plan 2005-2010)

Goal I – Teaching and Learning The third-year law program in Boise will significantly improve the College's curriculum in business and commercial law, while also providing enhanced clinical (practical skills) opportunities for students.

Goal II – Scholarship The third-year program will attract faculty whose research can be enriched by interaction with the bar, judiciary, and other branches of state government, as well as the federal government, in the Boise area.

Goal III – Outreach, Engagement Faculty in the third-year program at Boise can provide consultative and continuing legal education assistance to state, federal, and local agencies, and to the judiciary, as well as to the legal profession in the state capital and across southern Idaho. Students will be able to serve the community through the College's clinical and pro bono service programs.

Goal IV – Org. Culture & Climate The third-year program in a metropolitan area will enhance multicultural opportunities for students, will aid in recruiting for diversity, and will enhance student morale by connecting the College more firmly to Idaho's principal center of government, commerce, and population.

Description:

This decision unit will allow the University of Idaho to fulfill its Board-assigned statewide mission more fully by providing a full third-year curriculum in Boise. It also will advanced Board-approved collaboration by the College of Law with the Idaho Supreme Court in developing an Idaho Law Learning Center that makes more efficient use of the Idaho State Law Library, provides legal education, provides cooperation with other branches and government, and provides law-related education to the general public.

Idaho's legal education needs currently are under-served, as evidenced by: (1) Idaho population has doubled since the College's current facility was constructed in 1972-73, and both civil and criminal caseloads in the courts have increased substantially (criminal cases quadrupling); yet the law instructional program is approximately the same size in student enrollment as it was then. (2) Idaho has become a net importer of lawyers, most of whom arrive with higher education debts that must be paid, directly or indirectly, by Idaho private and public legal services employers; indeed, approximately 70% of new lawyers enter Idaho practice from out-of-state. (3) Idaho's population will increase in the future, and Idaho businesses will require increasing sophistication and specialization of legal services, creating more demand for cost-effectively trained lawyers for Idaho. (4) The law degree (Juris Doctor) is increasingly a degree of choice for fields other than the traditional practice of law, such as business administration, human resources management, social services, teaching and administration at college and university levels in law and law-related fields, the military, and other fields where careers are enhanced by the J.D. degree. Indeed, this is why national demand for legal education is rising even as the economy has slowed since mid-2008. (5) Employer's demand for University of Idaho law graduates is strong; approximately 98% of those seeking employment are employed within six months of graduation (allowing time to take the bar examination). (6) Cost-effective public legal education is essential to keeping legal services accessible for Idahoans of moderate means, and to provide legal expertise to start-up businesses, small communities, nonprofit entities, and the public sector in Idaho.

Questions:

1. What is being requested and why? *See description above. This program has been approved by the State Board and was the subject of an appropriation request by the State Board in FY 09. What is the agency staffing level for this activity and how much funding by source is in the base? Staff support for the third-year law program in Boise, other than the positions listed below, will be provided by existing personnel at the College of Law in Moscow.*

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.

<u>Position Title</u>	<u>FTE</u>	<u>Benefits</u>	<u>Date(s) of Hire</u>
<i>Faculty tenure-track</i>	<i>2.0</i>	<i>Y</i>	<i>15 Aug 10 or later in FY 11</i>
<i>Faculty non-tenure-track</i>	<i>.5</i>	<i>Y</i>	<i>15 Aug 10</i>
<i>Admin staff/faculty support</i>	<i>1.0</i>	<i>Y</i>	<i>1 Jul 10</i>
<i>Law library staff</i>	<i>.5</i>	<i>Y</i>	<i>1 Jul 10</i>

- 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. *The Idaho Supreme Court is submitting a request relating to the Idaho Permanent Building Fund for a shared facility (Idaho Law Learning Center). The third-year law program could start in phases, if necessary, elsewhere in Boise while awaiting availability of this 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,

ONE-TIME UNIQUE

ongoing anticipated grants, etc. *In years beyond FY 11, gradual growth of College of Law enrollment due to availability of the third-year program in Boise will enhance fee revenues to support further development of the program.*

4. Who is being served by this request and what are the expected impacts of the funding requested? *Please see above description.* If this request is not funded who and what are impacted? *If this request is not funded, a time-limited opportunity to collaborate with the Idaho Supreme Court may be lost, and the legal education vacuum in the state capital may be filled by another institution at higher cost to students and to the students' eventual employers.*
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first. This was requested in 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.

ONE-TIME UNIQUE**AGENCY: University of Idaho**

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.: 01

Activity No.:

FY 2011 Request

Page 1 of 2 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.07		Title: CEC increase for faculty and staff			Priority Ranking 7 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	2,333,800				2,333,800
2. Benefits	548,500				548,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	2,882,300				2,882,300
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	2,882,300				2,882,300

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.*

Description:

The University of Idaho is requesting a CEC increase for FY 2011 in the amount of 3% of the FY 2010 General Education salary budget of \$77,791,897. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2008, the most recent year published, the University of Idaho in comparison with its seventeen peer institutions is:

ONE-TIME UNIQUE

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$57,569	\$63,675	\$73,082
Associate Professor	\$67,437	\$71,865	\$82,776
Professor	\$86,525	\$100,514	\$117,302

In terms of ranking, the University of Idaho ranked 16th, 15th, and 15th for associate professors, professors, and assistant professors respectively. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public 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 2010 budget request are not prioritized first. This was requested 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.

ONE-TIME UNIQUE**AGENCY: University of Idaho**

FUNCTION: General Education

ACTIVITY:

Agency No.: 514

Function No.: 01

Activity No.:

FY 2011 Request

Page 1 of 3 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.08		Title: Northern Idaho Faculty Positions			Priority Ranking 8 of 8
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	210,000				210,000
2. Benefits	74,670				74,670
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	284,670				284,670
OPERATING EXPENDITURES by summary object:					
1. Supplies	25,000				25,000
2. Maintenance Costs					
3. Services					
4. Other	0				0
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY by summary object:					
1. Capital Equipment	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	309,670				309,670

How connected to institution/agency and Board strategic plans:

This request supports Goal 1.3, as stated in the State Board of Education's Strategic Plan for 2009-2013, "to increase the availability of highly qualified teachers, especially in high need areas" and Goal #1.8, "to foster an academic environment that encourages and enables cooperative (public/private partnerships) efforts to engage in relevant research."

This request also addresses the goals in the University of Idaho's Strategic Action Plan and the University of Idaho Northern Idaho plan as follows:

Teaching and Learning – These three positions will provide students with engaged learning experiences that promote excellence in professional preparation. The programs supported include teacher education with an emphasis in expansion of science and mathematics teacher preparation as well as educational leadership. These

programs in northern Idaho are community-based and represent the melding of teaching, learning, and outreach in an evidence-based environment.

Scholarly and Creative Activity – This request will help the University promote an environment that increases faculty engagement in interdisciplinary scholarship and emphasizes scholarly and creative activities that support the University's strategic themes.

Outreach and Engagement – These positions will allow the university to increase its efforts in outreach with the northern Idaho communities and schools, particularly in areas identified by school administrators such as science and mathematics education.

Performance Measure: Number of Idaho teachers who are certified each year by specialty. Publications, grants and outreach materials provided in education and water quality.

Description:

This decision unit will allow the UI to support hiring faculty to support a set of initiatives aimed at increasing our ability to serve Northern Idaho in critical areas and to provide the state of Idaho with increased numbers of professionals in high need areas. The impact of this will be immediate and substantive, bringing improved higher education opportunities to the Northern Idaho Panhandle. Consistent with the vision and strategic action plan of the University of Idaho and the SBOE, the decision unit allows development of programs in the following key areas:

Teacher Preparation: This hire will allow the UI to increase its services in critical areas of science education and mathematics education in northern Idaho. The development of the position is responsive to the demands of the profession as articulated by the school administrators in the region. These positions will be able to address both the credentialing of new teachers as well as the professional development of current teachers in these critical areas.

Educational Leadership: The educational leadership faculty position requested herein allows the UI to provide focused programs for the certification of school administrators in the northern Idaho region. Our graduate education program in educational leadership has, through innovations in delivery, substantially increased enrollments in the region and this position is important in meeting that demand.

Water Quality. The University of Idaho has been a leader in the area of water quality and the easy access to the abundant lakes and rivers in Northern Idaho provide an excellent laboratory for these endeavors. In addition, the UI-CDA center is located on the Spokane River adjacent to the CDA Waste Treatment Center and provides an excellent opportunity to develop these programs in cooperation with local and public groups. The proposed position in water quality/environmental science will allow the UI to continue to build partnerships to provide education, research and outreach in water quality. The position will also be a strong contributor to the teacher education program described above.

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?

ONE-TIME UNIQUE

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See description above.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **No Impact at this time.**
 - c. List any additional operating funds and capital items needed. **Operating funds are needed to provide start-up and ongoing operational support for the programs.**
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 description 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 will serve students seeking advanced degrees in northern Idaho and provide access to programs close to home. Graduates of these programs will serve a growing need for professionals in education. The program also offers some unique scholarship and outreach in water quality which will play a major role in advancing the economic development of the region. Failure to fund these programs will decrease the opportunity for access to programs in northern Idaho.**
 5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first. **These same requests were made in FY09 and 10 and were not funded.**

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ONE-TIME UNIQUE**AGENCY: Lewis-Clark State College**

Agency No.: 511

FY 2011 Request

FUNCTION:

Function No.:

Page ____ of ____ Pages

ACTIVITY: Program Enhancements

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.02		Title: Program Enhancements			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	6.00				6.00
PERSONNEL COSTS:					
1. Salaries	347,000				347,000
2. Benefits	121,500				121,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	468,500				468,500
OPERATING EXPENDITURES by summary object:					
1. Instructional Materials	12,000				12,000
2. Supplies	20,500				20,500
3. Program Expense	11,000				11,000
TOTAL OPERATING EXPENDITURES:	43,500				43,500
CAPITAL OUTLAY by summary object:					
1. Computers/Office Setup	30,000				30,000
2. Instructional Computers/Technology	35,000				35,000
TOTAL CAPITAL OUTLAY:	65,000				65,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	577,000				577,000

How connected to institution/agency and Board strategic plans:

Idaho State Board of Education Strategic Plan 2010-2014

Idaho State Board of Education Mission and Goal Statement for Lewis-Clark State College

Description:

Strategic Plan 2010-2014

- Goal: Quality – Set policy and advocate for continuous improvement of the quality of Idaho's educational system.
 - Objective 2. Increase the availability of highly qualified teachers, especially in high need areas.

- Goal: Access - Set policy and advocate for improving access for individuals of all ages, abilities, and economic means to Idaho's educational system.

Mission and Goal Statement for Lewis-Clark State College

- 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.
- 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.

The Natural Sciences Division provides required courses for the Bachelor of Science in Nursing, the Associate of Science in Radiologic Technology, and the Bachelor of Science in Medical Diagnostic Imaging degrees.

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 and required course offering by the Division of Natural Sciences and Mathematics. PACE is a nationally recognized, unique, alternative certification program that meets 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.

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.

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-TIME UNIQUE

Assistant Professors (4): \$45,000 + fringe & health insurance; full-time 9 month; anticipated hire August 2010; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.

Association Professors (1): \$48,000 + fringe & health insurance; full-time 9 month; anticipated hire August 2010; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.

Instructional Technician (1): \$32,000 + fringe & health insurance; support students in a distance learning technology environment

Adjunct Faculty: \$89,000, no benefits; to teach summer credits as needed for the PACE Teacher Education Programs

- 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.

Operating funds: instructional materials, supplies, direct program expenses

Capital: computers and office setup; instructional computers

- 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.

On-going 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?

The PACE Programs currently serve 177 candidates, 85 in elementary education, 89 in secondary education, and 3 in Special Education in rural and remote districts throughout the state. If this request is not funded, we will not be able to expand the programs which will limit access.

The Biology positions will allow us to increase by 75 the number of pre-Nursing and other allied health students served. If this request is not funded, we will not be able to expand the course offerings in support of Nursing and other allied health programs.

- 5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first.

NA -This request was included in FY2010 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.

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REQUEST BY DECISION UNIT

AGENCY: North Idaho College

FUNCTION: Community College

ACTIVITY: Physical Therapist Asst. Program

Agency No.: 120601

Function No.:

Activity No.:

FY 2011 Request

Page ____ of ____ Pages

Original Submission X or Revision No. ____

A: Decision Unit No: 12.02		Descriptive Title: Physical Therapist Asst. F Agency Priority Ranking 2 of 2			
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.50				
PERSONNEL COSTS:					
1. Salaries	85,000				85,000
2. Benefits	25,500				25,500
3. Group Position Funding					0
TOTAL PERSONNEL COSTS:	110,500	0	0	0	110,500
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	0	0	0	26,700
CAPITAL OUTLAY by summary object:					
1. Renovation of Space	77,800				77,800
2. Therapy Stations	25,000				25,000
3. Various Equipment	10,000				10,000
TOTAL CAPITAL OUTLAY:	112,800	0	0	0	112,800
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	250,000	0	0	0	250,000

Research indicates there is a strong demand for assistants and employment opportunities appear far more abundant than that expected for hygienists and dental assistants. The Rural Health Consortium has expressed interest in supporting NIC's efforts to start a Physical Therapist Assistant (PTA) program and may be willing to assist the college in several ways (personnel, equipment, etc.).

Initial start up costs for a Physical Therapist Assistant program would be approximately \$250,000 to cover personnel and equipment.

Under the plan to begin a Physical Therapist Assistant program, our goal is that North Idaho College (NIC) would act as the lead agency/program for a three college consortium with the College of Southern Idaho (CSI) and the College of Western Idaho (CWI). NIC would employ the lead instructor/director of the program. This lead instructor would instruct from Coeur d'Alene, but deliver via Interactive Video Class (IVC) or the internet to CSI and CWI. In the second year of the program, our goal is that NIC, CSI and CWI would each hire clinical coordinators to work with program students within their home areas and in local clinic sites.

Under this approach, there would essentially be one program (and therefore one accreditation process) delivered in three sites. The colleges would share the costs of running the program and the burden of completing the rigorous accreditation process. The state would also benefit from the increase employment pool of well trained candidates.

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ONE-TIME UNIQUE

AGENCY: College of Western Idaho

Agency No.: 501

FY 2011 Request

FUNCTION:

Function No.: 02

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.03		Title: Critical Need - Enrollment Growth			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. Operating Expenses	\$ 1,086,000				\$ 1,086,000
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Replacement Capital					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$ 1,086,000				\$ 1,086,000

How connected to institution/agency and Board strategic plans:

This request is connected to the College of Western Idaho (CWI) strategic plan's goals as follows:

Goal 2: CWI attracts and retains students through quality teaching, accessible and affordable programs and responsive approach.

Goal 4: CWI provides quality services to all learners to enhance community vitality, employability and personal achievement.

Goal 7: CWI keeps pace with future learning through state of the art environment and facilities.

Having sufficient funding per academic FTE will allow CWI to achieve these several goals.

Description:

This request is being submitted to allow CWI to be funded at the same amount per academic full time equivalent (FTE) student as North Idaho College (NIC) and the College of Southern Idaho (CSI). This amount is approx. \$3,611, based upon the FY 2009 General Fund appropriation to those institutions.

Using this per-academic FTE amount, the FY 2010 state General Fund appropriation to CWI would support 1,270 FTE. The projected CWI FTE for 2010 is 1,428, a gap of 158. For FY 2011, assuming a 10% increase in credit hours, the CWI academic FTE would be 1,571, which is 301 over the 'base' of 1,270. Multiplying 301 by \$3,611 equals \$1,085,959, which is requested (rounded).

This request is for FY 2011, which will be the second full academic year of operation for CWI. As such, enrollment projections have been made absent substantial history. This request assumes that FY 2010 academic FTE will increase by 10% for FY 2011. One FTE is equal to 30 credit hours being generated for Fall and Spring semesters combined (15 per semester).

At the time of this request (late May, 2009), CWI only has one semester of enrollment experience; fall 2009 (FY 2010) enrollment will not be known until after September 2009. Although CWI did not request enrollment growth funds for FY 2010, if fall enrollment growth is substantial, the College may consider making a Supplemental Appropriation request in late September 2009. That amount would be approximately \$570,000, if Fall enrollment occurs as projected.

This request is not part of the FY 2011 Enrollment Workload Adjustment (EWA) decision unit (within the Maintenance of Current Operations (MCO) area), because CWI does not have the enrollment history needed for the 3-year rolling average required for the EWA calculation.

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?

CWI requests additional support for enrollment growth in FY 2011.

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.

ONE-TIME UNIQUE

If this request is appropriated, the College Trustees will determine where the additional resources are to be focused in Operating expenditures, as determined by enrollment circumstances.

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.

Ongoing general funds are being requested.

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?

Additional students will be served with this request. Not funding this request may result in larger classes due to unavailability of additional classroom space, or increased tuition rates.

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 2010 budget request because at that time CWI only had one semester's worth of enrollment experience (Spring 2009).

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ONE-TIME UNIQUE

AGENCY: Ag Research & Extension Service

Agency No.: 504

FY 2011 Request

FUNCTION: Ag Research & Extension Service

Function No.: 02

Page 1 of 1 Pages

ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.01		Title: Facility Maintenance			Priority Ranking 1 of 2
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.	300,000				300,000
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	300,000				300,000

How connected to institution/agency and Board strategic plans:

Goal 2: **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.

Strategy 6: Establish, renew, remodel, and reallocate facilities that encourage collaborative interdisciplinary inquiry and provide access to information resources and innovative technologies.

Description:

The College of Agricultural and Life Sciences has a number of buildings and facilities located at its Research and Extension Centers, many of which are 30-40 years old and facing critical maintenance problems. These problems are negatively impacting research and extension programs, and also threaten the structural and operational integrity of many of the facilities. This request would allow the college to address, over time, several major facilities maintenance problems and to institute a long-term preventative maintenance program. The College of Agricultural and Life Sciences estimates deferred maintenance needs for this program at \$33M. Although the standard for calculating deferred maintenance funding is 1.5% of current replacement value, agricultural research and extension requests approximately one-half of this amount due to the current fiscal atmosphere. The amount requested would provide minimal funding to begin to address the various maintenance issues throughout the state.

ONE-TIME UNIQUE

AGENCY: Ag Research and Extension

Agency No.: 504

FY 2011 Request

FUNCTION: Ag Research & Extension

Function No.: 02

Page 1 of 2 Pages

ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.02		Title: CEC Increase for Faculty and Staff			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	626,200				626,200
2. Benefits	147,200				147,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	773,400				773,400
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	773,400				773,400

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.*

Description:

The University of Idaho is requesting a CEC increase for FY 2011 in the amount of 3% based on FY 2010 salaries of \$20,874,724. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2008, the most recent year published, comparing the University of Idaho with its seventeen peer institutions are:

ONE-TIME UNIQUE

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$57,569	\$63,675	\$73,082
Associate Professor	\$67,437	\$71,865	\$82,776
Professor	\$86,525	\$100,514	\$117,302

In terms of ranking, the University of Idaho ranked 16th, 15th, and 15th for associate professors, professors, and assistant professors respectively. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public 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 2010 budget request are not prioritized first. This was requested in 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.

ONE-TIME UNIQUE

AGENCY: Health Education Programs

FUNCTION: Wa-Id Veterinary Education

ACTIVITY:

Agency No.: 515

Function No.: 01

Activity No.:

FY 2011 Request

Page 1 of 2 Pages

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	11,500				11,500
2. Benefits	2,700				2,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	14,200				14,200
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	14,200				14,200

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.*

Description:

The University of Idaho is requesting a CEC increase for FY 2011 in the amount of 3% based on FY2010 salaries of \$383,611. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2008, the most recent year published, comparing the University of Idaho with its seventeen peer institutions are:

ONE-TIME UNIQUE

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$57,569	\$63,675	\$73,082
Associate Professor	\$67,437	\$71,865	\$82,776
Professor	\$86,525	\$100,514	\$117,302

In terms of ranking, the University of Idaho ranked 16th, 15th, and 15th for associate professors, professors, and assistant professors respectively. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public 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 2010 budget request are not prioritized first. This was requested 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.

ONE-TIME UNIQUE

AGENCY: Health Education Programs

FUNCTION: WWAMI Medical Education

ACTIVITY:

Agency No.: 515

Function No.: 02

Activity No.:

FY 2011 Request

Page 1 of 2 Pages

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	15,300				15,300
2. Benefits	3,600				3,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	18,900				18,900
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	18,900				18,900

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.*

Description:

The University of Idaho is requesting a CEC increase for FY 2011 in the amount of 3% based on FY 2010 salaries of \$510,104. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2008, the most recent year published, comparing the University of Idaho with its seventeen peer institutions are:

ONE-TIME UNIQUE

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$57,569	\$63,675	\$73,082
Associate Professor	\$67,437	\$71,865	\$82,776
Professor	\$86,525	\$100,514	\$117,302

In terms of ranking, the University of Idaho ranked 16th, 15th, and 15th for associate professors, professors, and assistant professors respectively. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public 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 2010 budget request are not prioritized first. This was requested 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.

ONE-TIME UNIQUE

AGENCY: Health Programs

FUNCTION: WWAMI

ACTIVITY: Graduate Medical

Agency No.: 515

Function No.: 02

Activity No.:

FY 2011 Request

Page 1 of 2 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Family Medicine Residency - CDA			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	.25				.25
PERSONNEL COSTS:					
1. Salaries	50,000				50,000
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	50,000				50,000
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	5,000				5,000
2.					
TOTAL OPERATING EXPENDITURES:	5,000				5,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	55,000				55,000

How is this request connected to institution/agency and Board strategic plans:

Goal II.6. Access: **Increase student access to relevant medical education programs (e.g., medical residents and physicians)**

This is a request for an addition to an existing agency contract, the Idaho WWAMI Medical Program, to develop a Family Medicine Residency program in Coeur d'Alene. Currently, Idaho has two family medicine residency programs in Boise and Pocatello which are both affiliated with WWAMI. This will be a new family medicine residency program in Coeur d'Alene which will also be affiliated with WWAMI.

Several study groups have concluded that increasing the number of resident physicians in training in Idaho is perhaps the fastest way to increase the physician workforce in our state, particularly for primary care physicians. Medical residents who complete their training as physicians in Idaho are more likely to identify opportunities for continuing medical practice in Idaho, once their training is complete.

Performance Measure: Number of family medicine residents in Idaho per 100K of Idaho's population.

Benchmark: Number of family medicine residents in Idaho will increase each year until a full program of 6 residents per year for a three year program is established.

Description:

Expanding medical residency training (GME) in Idaho has been identified as an educational and funding priority by the State Board of Education (1/26/09), the Legislative Medical Education Interim Committee (11/12/08), Idaho Hospital Association (10/4/08), the Idaho Medical Association (8/10/08), and the state-funded MGT Medical Education Study (11/1/07). The State Board of Education ranked ten recommendations towards expansion of medical education (1/26/09). The first of these recommendations is: "Expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice. In partnership with Idaho hospitals, the VA, Idaho doctors, private enterprise and Idaho's colleges and universities, the State of Idaho should promote and assist the funding of these programs."

Coeur d'Alene and Kootenai Medical Center have the clinical resources to support a family medicine residency program. It is anticipated that having a family medicine residency program in North Idaho will help with the recruitment of family physicians to this area. This newly formed program would plan to interview applicants during the fall of 2010 and accept its first entering class to begin training in July 2011.

A part-time program director (0.5 FTE) will be required to help with the planning and interviews over the academic year of 2010 – 2011. This request is for half of the part-time program director's time (0.25 FTE) and no benefits. The remainder of the program director's time and benefits will be paid by the community. Operating costs will cover the interviewing process during this academic year. Administrative support costs will be covered by the community. There are no anticipated capital costs. This is a one-time request for funding.

Future requests for funding will include funding to support residents' salaries as the program grows into a full three year program with 6 residents in each of the three training years. The best estimated cost of training a resident for one year is approximately \$125,000. The below table is an estimate of the funding that may be requested as the family medicine residency program develops and expands in CDA. This is approximately the amount per resident that the Family Medicine Residency of Idaho and the ISU Family Medicine Residency programs receive. The new family medicine residency program in CDA would expect to receive the same amount of funding per resident per year as the other two programs.

Fiscal Year	#of Residents	Amount/resident	Base	Request
FY 2012	6	\$34,000	-	\$204,000
FY 2013	12	\$34,000	\$204,000	\$204,000
FY 2014	18	\$34,000	\$408,000	\$204,000

ONE-TIME UNIQUE

AGENCY: Health Programs

Agency No.: 515

FY 2011 Request

FUNCTION: WWAMI

Function

No.: 02

Page 1 of 2 Pages

ACTIVITY: Graduate Medical

Activity No.:

Original Submission X
or Revision No. ____

A: Decision Unit No: 12.02		Title: Internal Medicine Residency			Priority Ranking 2 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	.25				.25
PERSONNEL COSTS:					
1. Salaries	50,000				50,000
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	50,000				50,000
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	5,000				5,000
2.					
TOTAL OPERATING EXPENDITURES:	5,000				5,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	55,000				55,000

How is this request connected to institution/agency and Board strategic plans:

Goal II.6. Access: Increase student access to relevant medical education programs (e.g., medical residents and physicians)

This is a request for an addition to an existing agency contract, the Idaho WWAMI Medical Program, to develop an Internal Medicine Residency program in Idaho. Currently, Idaho has a training track of the Seattle-based Internal Medicine Residency (UWSOM) with residents spending one of three years in Idaho. The proposed Idaho Internal Medicine Residency program will become an independent, Idaho-based program, accredited under the Department of Medicine at the UWSOM.

Several study groups have concluded that increasing the number of resident physicians in training in Idaho is perhaps the fastest way to increase the physician workforce in our state, particularly for primary care physicians. Medical residents who complete their training as

ONE-TIME UNIQUE

physicians in Idaho are more likely to identify opportunities for continuing medical practice in Idaho, once their training is complete.

Performance Measure: Number of internal medicine residents in Idaho per 100K of Idaho's population.

Benchmark: Number of internal medicine residents in Idaho will increase each year until a full program of 10 residents per year for a three year program is established.

Description:

Expanding medical residency training Graduate Medical Education (GME) in Idaho has been identified as an educational and funding priority by the State Board of Education (1/26/09), the Legislative Medical Education Interim Committee (11/12/08), Idaho Hospital Association (10/4/08), the Idaho Medical Association (8/10/08), and the state-funded MGT Medical Education Study (11/1/07). The State Board of Education rank-ordered ten recommendations towards expansion of medical education (1/26/09). The first of these recommendations is: "Expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice. In partnership with Idaho hospitals, the VA, Idaho doctors, private enterprise and Idaho's colleges and universities, the State of Idaho should promote and assist the funding of these programs."

The current Internal Medicine Track located at the Boise VA is ready to expand to a full three year residency program in the Treasure Valley, while remaining under the Department of Medicine at UWSOM. This will require a program director and faculty here in Idaho. It is anticipated the newly formed program will interview for its first entering class the fall of 2010 and accept its first entering class July 2011.

A part-time program director (0.5 FTE) will be required to help with the planning and interviews over the academic year of 2010 – 2011. This request is for half of the part-time program director's time (0.25 FTE) and no benefits. The remainder of the program director's time and benefits will be paid by the Boise VA. Operating costs will cover the interviewing process during this academic year. Administrative support costs will be covered by the Boise VA. There are no anticipated capital costs. This is a one-time request for funding.

Future requests for funding will include funding for residents as the program grows into a full three year program with 10 residents in each year of training. The best estimated cost of training a resident for one year is approximately \$125,000. The below table is an estimate of the funding that may be requested as the internal medicine residency program develops and expands. This is approximately the amount per resident that the Family Medicine Residency of Idaho and the ISU Family Medicine Residency programs receive. The new internal medicine residency would expect to receive the same amount of funding per resident per year as the other GME programs in Idaho.

Fiscal Year	# of Residents	Amount/resident	Base	Request
FY 2012	8	\$34,000	-	\$272,000
FY 2013	16	\$34,000	\$272,000	\$272,000
FY 2014	24	\$34,000	\$544,000	\$272,000
FY 2015	26	\$34,000	\$816,000	\$272,000
FY 2016	28	\$34,000	\$884,000	\$68,000
FY 2017	30	\$34,000	\$952,000	\$68,000

ONE-TIME UNIQUE

AGENCY: Health Programs

FUNCTION: WWAMI

ACTIVITY: Graduate Medical

Agency No.: 515

Function No.: 02

Activity No.:

FY 2011 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.03		Title: GME Office			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	.50				.50
PERSONNEL COSTS:					
1. Salaries	65,000				50,000
2. Benefits	18,000				18,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	83,000				83,000
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	7,000				7,000
2. Travel	6,000				6,000
3. IT	4,000				4,000
TOTAL OPERATING EXPENDITURES:	17,000				17,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	100,000				100,000

How is this request connected to institution/agency and Board strategic plans:

Goal II.6. Access: Increase student access to relevant medical education programs (e.g., medical residents and physicians)

This is a request for an addition to an existing agency contract, the Idaho WWAMI Medical Program, to develop an Office of Graduate Medical Education (GME), to be located at the UI Boise Center. This office would be a collaborative expansion of the Idaho State Board of Education's contract with the University of Washington School of Medicine's WWAMI Program and its state partner, the University of Idaho. The Idaho WWAMI GME Office would bring a single-point, in-state focus to supporting and expanding GME in Idaho, through work with existing GME (medical residency) programs and through facilitation and support of the development of new GME programs across Idaho.

The Idaho WWAMI GME Office would work to increase access to medical education in Idaho at the graduate or residency level, both in existing residency programs (family medicine, internal

medicine, psychiatry) and through the development of new residency programs at regional medical centers in Idaho. Several study groups have concluded that increasing the number of resident physicians in training in Idaho is perhaps the fastest way to increase the physician workforce in our state, particularly for primary care physicians. Medical residents who complete their training as physicians in Idaho are more likely to identify opportunities for continuing medical practice in Idaho, once their training is complete.

In addition, this GME office and staff could provide coordination and reporting for all non-university or community-based residency (GME) programs that receive Board of Education funding in Idaho. Currently, three of the four Idaho residency programs are non-university or community-based programs, and that number is expected to increase throughout the state.

Performance Measure: Number of medical resident physicians in Idaho GME programs per 100K of Idaho's population.

Benchmark: Number of medical resident physicians in Idaho GME programs (per 100K of Idaho's general population) will increase each year until favorable with other states in the Northwest.

Description:

Expanding medical residency training (GME) in Idaho has been identified as an educational and funding priority by the State Board of Education (1/26/09), the Legislative Medical Education Interim Committee (11/12/08), Idaho Hospital Association (10/4/08), the Idaho Medical Association (8/10/08), and the state-funded MGT Medical Education Study (11/1/07). But nowhere in Idaho is there a central office charged with coordinating this support, funding, expansion, and development. The current four residency programs in Idaho (2 Family Medicine, 1 Internal Medicine, 1 Psychiatry) are all affiliated with or part of the UW School of Medicine WWAMI network of residency programs, but function independently from one another. While maintaining each program's independence, the Idaho WWAMI GME Office would identify ways to support increased educational activities, funding, recruitment, collaboration, and expansion among existing GME programs, as well as work to identify, support, and assist in the development of new GME sites and programs in Idaho. The office would be located centrally at the UI Boise Center, in proximity to three of the existing GME programs in Idaho, and near the offices of the Idaho Medical Association, the Idaho Hospital Association, and the State Board of Education.

The Idaho WWAMI GME Office would be staffed by a part-time physician-director (.25 FTE) and a part-time administrative assistant (.25 FTE). The physician director would also be a licensed physician in Idaho with prior GME faculty experience. The assistant staff member would be a shared position with the WWAMI Clinical Medical Education Office at the UI Boise Center. Both positions would be benefit-eligible either through UI or their other shared employer. Operating expenses include the costs of maintaining and operating an office, travel to support, assess, and coordinate GME program activities across Idaho and with affiliated accredited programs, and IT (information technology) costs for computer technology and video conferencing. There are no anticipated capital costs. This is an ongoing request for annual funding, as part of an expanded WWAMI contract. The time required for the physician-director and administrative assistant are anticipated to increase to at least 0.5 FTE as the number of GME programs in Idaho expand in the future.

ONE-TIME UNIQUE

The Idaho WWAMI GME Office is an addition to an existing agency and state contract (WWAMI). It will not be a degree or certificate granting unit. The academic programs that this office will work with will maintain their own accreditations, as either a LCME-accredited medical school or ACGME-accredited residency program. This office will also participate in supporting the process of accreditation for any newly developed GME programs in Idaho.

There is no similar office to coordinate development, expansion, and funding of GME throughout Idaho. As Idaho's responsibility center for regional, contracted medical education over the past 37 years, the Idaho WWAMI Medical Education Program is strategically positioned to take on coordination of Graduate Medical Education support, development, and expansion throughout the State. As Idaho's needs expand, so should the WWAMI Program partnership in Idaho. Developing an Idaho WWAMI GME Office at UI Boise is a logical next step toward the established recommendations of the State Board of Education and multiple groups that have spent many hours studying and planning for Idaho's medical needs and future.

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AGENCY: Special Programs

FUNCTION: Forest Utilization Research

ACTIVITY:

Agency No.: 516

Function No.: 01

Activity No.:

FY 2011 Request

Page 1 of 2 Pages

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	10,500				10,500
2. Benefits	2,500				2,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	13,000				13,000
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	13,000				13,000

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.*

Description:

The University of Idaho is requesting a CEC increase for FY 2011 in the amount of 3% based on FY 2010 salaries of \$350,885. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2008, the most recent year published, comparing the University of Idaho with its seventeen peer institutions are:

ONE-TIME UNIQUE

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$57,569	\$63,675	\$73,082
Associate Professor	\$67,437	\$71,865	\$82,776
Professor	\$86,525	\$100,514	\$117,302

In terms of ranking, the University of Idaho ranked 16th, 15th, and 15th for associate professors, professors, and assistant professors respectively. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public 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 2010 budget request are not prioritized first. This was requested 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.

ONE-TIME UNIQUE

AGENCY: Special Programs
FUNCTION: Idaho Geological Survey
ACTIVITY:

Agency No.: 516
 Function No.: 02
 Activity No.:

FY 2011 Request
 Page 1 of 2 Pages
 Original Submission X or
 Revision No. ____

A: Decision Unit No: 12.01		Title: Critical Mission Capability			Priority Ranking 1 of 2
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					
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	55,000				55,000

How connected to institution/agency and Board strategic plans:**Goals: Access and Quality.**

Meet mission to study and communicate geologic hazards (earthquakes, landslides, etc.) for safety and to mitigate loss of lives and property in Idaho.

Conduct and enhance the state's benefits and outcomes from field research from the Idaho Geological Survey's main office in Moscow and branch offices in Boise and Pocatello.

Invest in research and outreach as a means of contributing to learning and the land-grant responsibilities of the University.

Provide high quality current geologic information for application, and integration to address issues of importance to the citizens, government, economy, and the environment in the state of Idaho.

ONE-TIME UNIQUE

Sustain operation of mission critical programs for growing demand of digital and GIS compatible geologic information (energy resources, geologic mapping, hydrogeology, mines and minerals, and geologic hazards) that encompass cultural, economic, legal, scientific, policy, environmental decisions for government, decision makers, industry, and citizens.

Description:

Fund the mission capability of IGS to respond to Idaho's growing demand for geologic information. Operation expenses to support the continued state benefits and outcomes from the Idaho Geological Survey's main office in Moscow and branch offices in Boise and Pocatello are a top priority. Office and travel expenses for agency state-mission applied research and delivery of geologic information (geology for growth corridors, energy resources, highway routes, mining geology and mines, geologic hazards, groundwater protection, and aquifer modeling) is a necessity. 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 and part of the requested funds includes required web site maintenance.

Performance Measures:

- Number of Published Reports on Geology/Hydrology/Hazards/Mineral Resources
- Cumulative percent of Idaho's area covered by modern geologic mapping
- Number of Website Products used
- Number of Published Reports on Geology/Hydrology/Hazards/Mineral Resources

ONE-TIME UNIQUE

AGENCY: Special Programs
FUNCTION: Idaho Geological Survey
ACTIVITY:

Agency No.: 516
 Function No.: 02
 Activity No.:

FY 2011 Request
 Page 1 of 2 Pages
 Original Submission X or
 Revision No. ____

A: Decision Unit No: 12.02		Title: CEC increase for faculty and staff			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	16,600				16,400
2. Benefits	3,900				3,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	20,500				20,500
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	20,500				20,500

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.*

Description:

The University of Idaho is requesting a CEC increase for FY 2011 in the amount of 3% based on FY 2010 salaries of \$551,656. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2008, the most recent year published, comparing the University of Idaho with its seventeen peer institutions are:

ONE-TIME UNIQUE

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$57,569	\$63,675	\$73,082
Associate Professor	\$67,437	\$71,865	\$82,776
Professor	\$86,525	\$100,514	\$117,302

In terms of ranking, the University of Idaho ranked 16th, 15th, and 15th for associate professors, professors, and assistant professors respectively. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public 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 2010 budget request are not prioritized first. This was requested in 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.

ONE-TIME UNIQUE

AGENCY: Idaho State University
FUNCTION: Idaho Museum of Natural History

Agency No.: 513

FY 2011 Request

Function No.: 3000

Page 1 of 3 Pages
 Original Submission X or
 Revision No. ____

ACTIVITY: G. One-time Projects

Activity No.:

Maintenance and Expansion of the Idaho Museum of Natural History					
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)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
2. Materials & Supplies					
TOTAL OPERATING EXPENDITURES					
CAPITAL OUTLAY by summary object:					
1. Collections management equipment and exhibit planning and preparation, related to IMNH accreditation	518,500				518,500
TOTAL CAPITAL OUTLAY:	518,500				518,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	518,500				518,500

How connected to institution/agency and Board strategic plans:

The Idaho Museum of Natural History (IMNH) 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)

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)

ONE-TIME UNIQUE

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 Idaho Museum of Natural History serves citizens of the State of Idaho through both the provision of educational resources and programming and research focused on understanding the role of humans and their natural surroundings. 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.

The Idaho Museum of Natural History's recent accreditation review suggested several areas that must be addressed to maintain the health and vitality of the Museum's collections management and display capabilities. This line item budget request includes one-time capital outlay funding in the amount of \$518,500 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	\$25,000
— Earth Science Collection – 1700 specimen drawers — Anthropology, Earth Science and Registrar Melink Locking letter sized 4-drawyer fire files 10 cabinets	\$102,000
— Steel Fixture – specimen cabinets for Earth Science 10 cases with hinges mixed	\$36,000
— Mayline steel map cabinet	\$60,200
— Computer and software for cataloguing specimens In the herbarium and computer system updates in the IMNH	\$15,000
— Make structural changes to exhibit galleries	\$40,300
— 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	\$65,000
— Upgraded equipment for environmental monitoring for all museum spaces	\$150,000
	\$25,000

Total: \$518,500.00

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 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.**

ONE-TIME UNIQUE

- 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 \$518,500 in one-time 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 2010 budget request are not prioritized first. **This is a new request for one-time appropriated funding.**

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ONE-TIME UNIQUE

AGENCY: Special Programs

FUNCTION: Tech Help

ACTIVITY:

Agency No.: 516

Function No.: 08

Activity No.:

FY 2011 Request

Page _1_ of _4 Pages

Original Submission X or

Revision No. ____

Title: Product
Innovation
Outreach

A: Decision Unit No: 12.01		Title: Product Innovation Outreach			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries			213,000		213,000
2. Benefits			37,300		37,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:			250,300		250,300
OPERATING EXPENDITURES by summary object:					
1. Supplies & Materials				50,000	50,000
2. Professional Services				15,000	15,000
3. Travel				10,000	10,000
TOTAL OPERATING EXPENDITURES:				75,000	75,000
CAPITAL OUTLAY by summary object:					
1. Stereolithography Rapid Prototyping Equipment	200,000				200,000
TOTAL CAPITAL OUTLAY:	200,000				200,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	200,000		250,300	75,000	525,300

How connected to institution/agency and Board strategic plans:

The Product Innovation Outreach Initiative will bridge the state's higher education resources with the needs of the state's manufacturing community to accelerate the development and launch of innovative products into the marketplace while, at the same time, creating real-world learning experiences for select students. The initiative will help to achieve the Idaho State Board of Education's vision and mission of "a well-educated Idaho" that will "improve the quality of life and enhance global competitiveness." In particular, the initiative will help to achieve the following goals of the Board's strategic plan.

- Support and enhance the state's infrastructure and capacity for collaborative research efforts within and among Idaho public universities and colleges and between those institutions and various state, federal, NGO, and private entities.
- Increase student access to programs that produce graduates qualified to enter high-demand careers, as defined by the Department of Labor.

Description:

TechHelp requests a one-time budget enhancement of \$200,000 to purchase a stereolithography (SLA) rapid prototyping instrument. An SLA machine uses computer designs to convert liquid plastic material into solid three-dimensional objects in a matter of hours with an ultraviolet laser. By turning ideas into parts, Idaho companies and inventors are able to produce and test a first part before having to invest in expensive tooling. In addition, the innovation process is accelerated by cutting the time for that first part from months to hours.

The SLA machine purchased with this one-time funding will replace similar, aging equipment that will exceed its usable lifetime in FY 2010. The current SLA machine was purchased six years ago with a federal grant and has already undergone considerable, expensive maintenance.

The SLA machine also provides valuable learning experience for BSU engineering students. TechHelp employs four BSU engineering students at the BSU New Product Development (NPD) Laboratory. Under the mentoring of TechHelp engineers and a College of Engineering faculty member, the students create digital designs to bring an inventor's concept to life. The digital design is then fed into the SLA machine to create the first part that the inventor or company can then use to test the real-world functionality of its concept.

The result is a win-win-win situation for the BSU engineering students, the state's economy, and BSU's role as a leader of the community. The students receive valuable learning experiences that are unavailable in the classroom. Students from the NPD Lab routinely have job offers upon graduation, often from companies with which they have worked. Idaho companies and inventors are able to speed the rate of innovation while at the same time lowering the cost of innovation significantly. The contributions of BSU to the community through the NPD Lab are widely recognized and valued by the community. Demand for services is keeping the BSU NPD Lab operating at full capacity and the BSU NPD Lab is often featured during legislative tours and in business publications.

As an example, the owner of Rekluse Motor Sports in Boise had an idea for an automatic motorcycle clutch that would overcome the design flaws of existing products. Working with TechHelp and the BSU NPD Lab, Rekluse was able to go from concept through development, testing and product launch in less than six months. Annual sales immediately exceeded \$1 million and continue to grow, and Rekluse hired one of the engineering students as its product development manager. Rekluse President Al Youngwerth said that "the successful development of the z-Start clutch is a testament to the value and quality of TechHelp's services. I can honestly say that without TechHelp, Rekluse Motor Sports and the z-Start clutch would not exist today."

In the last two years, the NPD Lab has conducted 138 projects for 72 companies. Those companies have reported \$2.18 million in sales, \$1.46 million in cost savings, and 27 jobs as direct results of their projects with the NPD Lab.

None of these results would have occurred without the SLA machine. Without replacement of the SLA machine, the design and prototyping services of the NPD Lab will likely be discontinued with the eventual failure of the current SLA machine.

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 one-time budget enhancement of \$200,000 to purchase a stereolithography (SLA) rapid prototyping instrument. The SLA machine greatly reduces the time and cost of designing new products thereby benefiting the Boise and state economies. Moreover, the SLA machine creates the opportunity for BSU engineering students to be immersed in challenging product design projects that provide real-world learning experiences beyond the classroom.

TechHelp would continue to allocate two full-time engineers, one half-time technician, and four part-time engineering student employees to the NPD Lab. These positions are funded solely with grants and program income.

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 necessary to implement this request.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No existing human resources would be redirected to this effort. However, current human resources – two full-time engineers, one half-time technician, and four part-time engineering student employees – would be maintained.

- 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.

Based on current funding levels, non-general funds would include \$250,300 from federal grants and \$75,000 from program income. These amounts assume federal grant funding and client demand continue at current levels. One federal grant was just renewed for the fourteenth consecutive year and the other will soon be renewed for another three-year period.

ONE-TIME UNIQUE

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?

In the last two years, the NPD Lab has conducted 138 projects for 72 Idaho companies. Those companies have reported \$2.18 million in sales, \$1.46 million in cost savings, and 27 jobs as direct results of their projects with the NPD Lab. With replacement of the SLA machine, these results will continue.

Without replacement of the SLA machine, the design and prototyping services of the NPD Lab will be discontinued with the eventual failure of the current SLA machine. At that time, the NPD would cease operation, all but one professional staff would be terminated and none of the client economic impacts would occur.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first.

The request is a high priority item now as the current SLA machine nears the end of its usable lifetime. The one high-priority, non-appropriated line item from the FY 2010 budget request is not requested again in FY 2011 because of the immediacy of the SLA machine.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

ONE-TIME UNIQUE**AGENCY: Idaho Public Television**

Agency No.: 520

FY 2011 Request

FUNCTION: Idaho Public Television

Function No.: 01

Page _1_ of 4_ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 1		Title: Idaho Experience			Priority Ranking 1 of 1
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	34,500				34,500
TOTAL OPERATING EXPENDITURES:	100,400				100,400
CAPITAL OUTLAY by summary object:					
1. Computers (3) laptops	3,600				3,600
2. Vehicle	27,500				27,500
TOTAL CAPITAL OUTLAY:	31,100				31,100
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 set policy and advocate for continuous improvement of the quality of Idaho's educational system. IdahoPTV's goal is to provide high quality television programming and new media content.

Description:

For the 2009 legislative session, both the State Board of Education and Governor Otter recommended funding for the Idaho Experience Line Item request. For the 2010 legislative session, this request was approved by the State Board of Education.

IdahoPTV is once 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.

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 program 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?

ONE-TIME UNIQUE

- 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, 2010, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367, position on-going.

PTV Writer/Reporter/Producer, pay grade L, full-time, classified, anticipated hire date July 1, 2010, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367, position on-going.

PTV Director/Videographer, pay grade J, full-time, classified, anticipated hire date July 1, 2010, salary cost estimated at \$34,299; benefited with benefit costs estimated at \$16,663, position on-going.

- 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

ONE-TIME UNIQUE

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 2010 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.

ONE-TIME UNIQUE**AGENCY: Idaho Public Television**

Agency No.: 520

FY 2011 Request

FUNCTION: Idaho Public Television

Function No.: 01

Page _1_ of 3_ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

Idaho Legislature Live/Multimedia Personnel					
A: Decision Unit No: 2	Title:			Priority Ranking 1 of 1	
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 (2) laptops	2,400				2,400
2. Office equipment	3,500				3,500
TOTAL CAPITAL OUTLAY:	5,900				5,900
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	116,689				116,689

How connected to institution/agency and Board strategic plans:

Goal 1.3. The SBoE Goal 1 of Quality is to set policy and advocate for continuous improvement of the quality of Idaho's educational system. IdahoPTV's goal is to provide an increasing amount of channel hours of Idaho-specific educational and informational programming each year.

Goal 2.5. The SBoE Goal 2 of Access is to set policy and advocate for improving access for individuals of all ages, abilities, and economic means to Idaho's educational system. 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.

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.

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, 2010, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367, position on-going.

ONE-TIME UNIQUE

PTV Digital Broadcast Systems Operator, pay grade I, full-time, classified, anticipated hire date July 1, 2010, salary cost estimated at \$29,120; benefited with benefit costs estimated at \$15,557, position on-going.

- 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 2010 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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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

BOISE STATE UNIVERSITY

SUBJECT

Student Health Insurance Plan (SHIP) Renewal 2009-2010

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections III.P.16 and V.R.3.b.

BACKGROUND/DISCUSSION

Boise State University has negotiated with its current insurer, Maksin Group, a student health insurance rate of \$785.00 per semester for the 2009-2010 academic year. This rate is an \$88.00 (12.6 percent) increase over the current rate. This increase is due to both medical inflationary trending of 7 percent and the high utilization of community health resources by students. Total health care claims costs are projected to total 97 percent of premium revenue collected for the current policy year, meaning for every \$100 of premium revenue collected, students are incurring \$97 of health service claims expense. The underwriter's targeted loss ratio is 78 percent.

	<u>2008/2009 Premiums</u>	<u>2009/2010 Premiums</u>
Student Annual	\$785	\$785
Spouse Annual	\$1,111	\$1,555
One Child Annual	\$948	\$1,327
Children Annual	\$1,237	\$1,732
Athletic Supplement	\$214	\$299

IMPACT

The benefit package offered by this plan provides for the relevant student needs for specialty, hospital in-patient and emergency health care services. The high utilization of services reflects the success of the SHIP program, i.e., that there is tremendous demand for a comprehensive student health insurance plan to provide students a safety net of pooled risk coverage for their existing health care needs and expenses. SHIP benefits will cover and pay over \$5.8 million in Boise State University student health care claims for the policy year 2008-09.

Boise State University, in conjunction with Idaho State University and Lewis-Clark State College, is developing a statewide SHIP consortium to increase purchasing power, provide higher quality care, maximize operational efficiencies, and increase predictability of costs. We expect that a SHIP purchasing consortium will result in greater student health care cost controls and cost effectiveness. Students will receive more value from their health insurance premium dollars, reducing long-term premium levels and out-of-pocket costs and/or allowing for expanded health benefits coverage.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

STAFF COMMENTS AND RECOMMENDATIONS

Institutional representatives will be available to discuss proposed student health insurance rates.

Policy allows the Board to delegate the approval of these rates to the chief executive officer without a reporting requirement. Historically, the institutions have approved the rates and submitted them as an information item even though a review of past agendas and minutes has not confirmed a prior delegation by the Board. The Board is asked to formally delegate the approval of the student health insurance premiums to the chief executive officer.

BOARD ACTION

A motion by Boise State University to approve the 2009/2010 student health insurance premiums, and to permanently delegate to the executive officer the approval of these rates.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

IDAHO STATE UNIVERSITY

SUBJECT

Student Health Insurance Plan (SHIP) Renewal 2009-2010

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections III.P.16 and V.R.3.b.

BACKGROUND/ DISCUSSION

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 Board 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.

Idaho State University (ISU) 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 (AHP) 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.

Plan changes for the academic year 2009-2010 include:

1. Change eligibility from all full-time domestic students taking eight (8) or more credits to all full-time fee paying domestic undergraduate students taking 12 or more credit hours and domestic graduate students taking nine (9) or more credits who, by current fee structure or by contractual agreement, are required to pay full-time fees are automatically enrolled in the student health insurance plan.
2. Domestic undergraduate students taking 10 or 11 credits will be eligible to enroll in the plan on a voluntary basis for an additional premium by completing an enrollment form before the deadline.
3. AHP plus discount dental, vision, and prescription drugs has been added to the Plan for the 2009-2010 program.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

	<u>2008/2009 Premiums</u>	<u>2009/2010 Premiums</u>
Student Annual	\$1,156	\$1,294
Student Voluntary (10 or 11 Cr)		\$1,552
Spouse Annual	\$3,330	\$3,330
Children Annual	\$1,424	\$1,424
Session Rate	\$238/Session	\$293/Session

The student health insurance plan offers optional catastrophic coverage up to \$100,000 maximum with premium based on the age of student.

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 \$647/semester for the 2009-2010 academic year, which is an increase of 11.94%. The proposed premium cost includes a \$32,000 administrative fee to be paid to ISU Student Health Insurance Office.

STAFF COMMENTS AND RECOMMENDATIONS

Institutional representatives will be available to discuss proposed student health insurance rates.

Policy allows the Board to delegate the approval of these rates to the chief executive officer without a reporting requirement. Historically, the institutions have approved the rates and submitted them as an information item even though a review of past agendas and minutes has not confirmed a prior delegation by the Board. The Board is asked to formally delegate the approval of the student health insurance premiums to the chief executive officer.

BOARD ACTION

A motion by Idaho State University to approve the 2009/2010 student health insurance premiums, and to permanently delegate to the executive officer the approval of these rates.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

LEWIS-CLARK STATE COLLEGE

SUBJECT

Student Health Insurance Plan (SHIP) renewal 2009-2010

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections III.P.16 and V.R.3.b.

BACKGROUND/ DISCUSSION

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 and FY2009.

Effective for the Fall semester 2009, the premium for full-time students will increase to \$1,290.00 per year, with a maximum benefit of \$50,000 per injury or sickness.

As required by Board policy, all Full Fee-Paying students enrolled in twelve (12) 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)		
	Fall	Spring
Student Only	542.00	748.00
Student & Spouse	1,288.00	1,778.00
Student & Child(ren)	1,318.00	1,819.00
Student, Spouse & Child(ren)	2,063.00	2,848.00

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

Institute for Intensive English (8 week term)	
Institute for Intensive English Students (per 8-week term)	151.00

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.

Policy allows the Board to delegate the approval of these rates to the chief executive officer without a reporting requirement. Historically, the institutions have approved the rates and submitted them as an information item even though a review of past agendas and minutes has not confirmed a prior delegation by the Board. The Board is asked to formally delegate the approval of the student health insurance premiums to the chief executive officer.

BOARD ACTION

A motion by Lewis-Clark State College to approve the 2009/2010 student health insurance premiums, and to permanently delegate to the executive officer the approval of these rates.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

**BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY &
UNIVERSITY OF IDAHO**

SUBJECT

University NCAA Academic Progress Rate (APR) Scores

BACKGROUND/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 third 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 2007 – 2008 Academic Progress Rates

Boise State University
Idaho State University
University of Idaho

Page 3
Page 9
Page 15

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

STAFF COMMENTS AND RECOMMENDATIONS

As noted in the above section, each institution was asked by the Athletic Committee 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 than 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 18, 2009

Boise State University
Spring 2009 APR Report Summary

Boise State University Athletic Department continues to improve its Academic Progress Rate in the 2009 Report. The Department APR average per team (18 teams on the report) is now up to 961.4 and a total department APR has risen to 950. 17 of the 18 teams on this year's report improved their scores from last year. Boise State teams led the Western Athletic Conference (WAC) in 5 sports: Football (966), Men's Basketball (962), Men's Tennis (1000), Outdoor Men's Track & Field (950), and Men's Cross-Country (984). A total of nine (9) Boise State University athletic teams were ranked in the top 3 in the WAC for their sport. Men's Tennis was ranked in the Top 10% nationally for their sport and the Football team's APR is in the top 20 nationally for all Division IA (Bowl Championship Subdivision).

The Men's Golf team was not able to improve its 4-year APR enough to avoid a penalty in the 2009 report. The continued implementation of an academic recovery plan has shown positive results and the team is on track to avoid any future penalties and come back in line with the academic success of all the other intercollegiate athletic teams at Boise State University.

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NCAA Division I 2007 - 2008 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 05/01/2009

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2004-05, 2005-06, 2006-07, and 2007-08 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 Subdivision	Bowl	Football Championship Subdivision	Division I
By Sport - Men's										
Baseball (296)	NA	NA	NA	946	937	965	952		944	939
Basketball (341)	962	70th-80th	30th-40th	933	924	951	934		934	934
Cross Country (307)	984	70th-80th	70th-80th	964	959	976	969		964	964
Football (241)	966	80th-90th	40th-50th	939	931	961	941		935	NA
Fencing (19)	NA	NA	NA	974	963	981	975		981	956
Golf (293)	886	1st-10th	1st-10th	963	956	976	968		958	967
Gymnastics (16)	NA	NA	NA	978	978	983	978		1000	957
Ice Hockey (58)	NA	NA	NA	973	964	981	976		984	980

* 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.

⁴ Denotes APR that does not subject the team to historical penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 900 for that team to be subject to historical penalties. The squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

⁵ Denotes APR based on a one year cohort, not subject to a contemporaneous and/or historical penalty.

⁶ Denotes APR based on a two year cohort, not subject to a historical penalty.

NCAA Division I 2007 - 2008 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 05/01/2009

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 (57)	NA	NA	NA	972	969	973	982		975	963
Skiing (13)	NA	NA	NA	969	960	990	956		986	964
Soccer (200)	NA	NA	NA	958	949	966	956		966	956
Swimming (137)	NA	NA	NA	967	959	979	966		969	968
Tennis (260)	1000	90th-100th	90th-100th	964	957	975	966		966	962
Track, Indoor (251)	946	30th-40th	20th-30th	953	946	970	954		954	955
Track, Outdoor (275)	950	40th-50th	20th-30th	954	946	972	954		955	956
Volleyball (23)	NA	NA	NA	971	966	976	969		981	974
Water Polo (21)	NA	NA	NA	971	966	974	972		978	964
Wrestling (84)	934	30th-40th	10th-20th	948	942	961	952		947	937
By Sport - Women's										
Basketball (339)	965	40th-50th	40th-50th	962	956	976	963		961	966
Bowling (30)	NA	NA	NA	945	940	958	961		936	962
Cross Country (335)	973	40th-50th	50th-60th	971	967	980	974		975	969
Fencing (23)	NA	NA	NA	979	971	983	977		994	967
Field Hockey (77)	NA	NA	NA	985	982	988	984		987	984

* 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.

⁴ Denotes APR that does not subject the team to historical penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 900 for that team to be subject to historical penalties. The squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

⁵ Denotes APR based on a one year cohort, not subject to a contemporaneous and/or historical penalty.

⁶ Denotes APR based on a two year cohort, not subject to a historical penalty.

NCAA Division I 2007 - 2008 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 05/01/2009

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 Subdivision Championship	Division I
Golf (244)	975	30th-40th	50th-60th	976	973	984	982		972	975
Gymnastics (63)	980	30th-40th	60th-70th	983	982	990	984		991	977
Ice Hockey (34)	NA	NA	NA	980	972	984	985		989	975
Lacrosse (85)	NA	NA	NA	985	985	985	992		986	979
Rowing (84)	NA	NA	NA	984	977	990	980		990	984
Skiing (14)	NA	NA	NA	975	965	992	967		991	955
Soccer (314)	964	20th-30th	40th-50th	973	967	985	974		973	975
Softball (282)	NA	NA	NA	968	962	981	971		966	968
Swimming (195)	972 ⁶	20th-30th	50th-60th	979	975	986	980		980	979
Tennis (317)	969	30th-40th	40th-50th	974	970	982	976		972	977
Track, Indoor (301)	954	20th-30th	30th-40th	965	959	979	965		969	962
Track, Outdoor (313)	954	20th-30th	30th-40th	966	960	980	966		969	964
Volleyball (325)	972	40th-50th	50th-60th	972	968	981	975		971	973
Water Polo (33)	NA	NA	NA	970	959	980	974		988	965
By Sport - Co-Ed										
Rifle (23)	NA	NA	NA	967	966	978	967		966	981

* 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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⁵ Denotes APR based on a one year cohort, not subject to a contemporaneous and/or historical penalty.

⁶ Denotes APR based on a two year cohort, not subject to a historical penalty.

NCAA Division I 2007 - 2008 Academic Progress Rate Penalty Summary

Institution: Boise State University

Date of Report: 05/01/2009

This report is based on data submitted by the institution for the 2004-05, 2005-06, 2006-07, and 2007-08 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	886	N/A	Public notice.	Limited to awarding 3.46 total athletic scholarships. Limited to 16.0 hours of countable activity per week.		

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).

² The penalty amount listed includes a penalty that was previously conditionally waived; however, the team failed to meet the condition and the penalty must now be imposed.

⁵ The institution's penalty waiver request is pending.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

Idaho State University
Spring 2009 APR Summary Report

Idaho State University dropped slightly from its 2006-07 single year mark of 928. The single year mark for 2007-08 was 922. The retention rate for a single year was at its highest in the 2007-08 year with a score of 932.

For the one year mark, there were some highlights from many of the different sports. Men's Basketball had by far their greatest single year, scoring a 956 in the 2007-08 year. Men's Cross Country, Women's Cross Country, Women's Golf and Women's Volleyball all had perfect 1000 scores for the year of 2007-08. For Volleyball, this was their first year of a perfect 1000 and by far the best score for that sport.

For the first time in the five year history of the APR, a year was dropped from the four year average. The 2003-04 school year was dropped and this years four year score included the 2004-05, 2005-06, 2006-07 and 2007-08 years. Nine (9) of ISU's sports scored a 925 or higher highlighted by Women's Cross Country which scored an institution best of 987 and Women's Soccer at 967. Other sports scoring above a 925 included Men's Cross Country (959), Women's Volleyball (955), Women's Golf (954), Women's Track-Indoor (953), Women's Track-Outdoor (951), Women's Tennis (950) and Women's Basketball (945).

Six of ISU's 15 sports did not meet the 925 benchmark, but none of the teams were subject to penalties. Of those 6 teams, 4 showed significant improvement from the one year mark of 2006-07 to the one year mark of the 2007-08 school years. Men's basketball went from a 900 in 2006-07 to a 956 in 2007-08. Men's tennis improved from a 792 in 2006-07 to an 889 in 2007-08. Men's Track-indoor improved from an 868 in the 2006-07 year to a 947 in the 2007-08 year. Men's track-outdoor also showed a similar jump going from an 868 in the 2006-07 year to a 945 in the 2007-08 school year. An audit of the APR data collection for the first four years helped to stop these teams from getting to the 925 mark for a four year average.

All six of the teams below 925 avoided penalties because of the large one year improvements or because they were performing better than the overall student body at Idaho State University. Men's Basketball, Football, Men's Tennis and Men's Track Indoor and Outdoor all were above the regular student body while Softball is still eligible for the squad size adjustment due to only having 2 years of data.

Teams being monitored and subject to the Idaho State University APR improvement plan are Men's Basketball, Football, Men's Tennis, Men's Track Indoor and Outdoor and Softball. Improved education with coaching staffs and administrators is helping all teams to move in the upward direction.

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NCAA Division I 2007 - 2008 Academic Progress Rate Public Report

Institution: Idaho State University

Date of Report: 05/01/2009

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2004-05, 2005-06, 2006-07, and 2007-08 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 (296)	NA	NA	NA	946	937	965	952	944	939
Basketball (341)	897 ^{1 3}	10th-20th	1st-10th	933	924	951	934	934	934
Cross Country (307)	959	30th-40th	30th-40th	964	959	976	969	964	964
Football (241)	876 ^{1 3}	1st-10th	1st-10th	939	931	961	941	935	NA
Fencing (19)	NA	NA	NA	974	963	981	975	981	956
Golf (293)	913 ²	1st-10th	1st-10th	963	956	976	968	958	967
Gymnastics (16)	NA	NA	NA	978	978	983	978	1000	957

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NCAA Division I 2007 - 2008 Academic Progress Rate

Public Report

Institution: Idaho State University

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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 Subdivision	Football Championship Subdivision	Division I
Ice Hockey (58)	NA	NA	NA	973	964	981	976		984	980
Lacrosse (57)	NA	NA	NA	972	969	973	982		975	963
Skiing (13)	NA	NA	NA	969	960	990	956		986	964
Soccer (200)	NA	NA	NA	958	949	966	956		966	956
Swimming (137)	NA	NA	NA	967	959	979	966		969	968
Tennis (260)	870 ^{1 4}	1st-10th	1st-10th	964	957	975	966		966	962
Track, Indoor (251)	913 ¹	10th-20th	1st-10th	953	946	970	954		954	955
Track, Outdoor (275)	913 ¹	1st-10th	1st-10th	954	946	972	954		955	956
Volleyball (23)	NA	NA	NA	971	966	976	969		981	974
Water Polo (21)	NA	NA	NA	971	966	974	972		978	964
Wrestling (84)	NA	NA	NA	948	942	961	952		947	937
By Sport - Women's										
Basketball (339)	945	20th-30th	20th-30th	962	956	976	963		961	966
Bowling (30)	NA	NA	NA	945	940	958	961		936	962
Cross Country (335)	987	70th-80th	70th-80th	971	967	980	974		975	969
Fencing (23)	NA	NA	NA	979	971	983	977		994	967

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NCAA Division I 2007 - 2008 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 05/01/2009

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
Field Hockey (77)	NA	NA	NA	985	982	988	984		987	984
Golf (244)	954	10th-20th	30th-40th	976	973	984	982		972	975
Gymnastics (63)	NA	NA	NA	983	982	990	984		991	977
Ice Hockey (34)	NA	NA	NA	980	972	984	985		989	975
Lacrosse (85)	NA	NA	NA	985	985	985	992		986	979
Rowing (84)	NA	NA	NA	984	977	990	980		990	984
Skiing (14)	NA	NA	NA	975	965	992	967		991	955
Soccer (314)	967	30th-40th	40th-50th	973	967	985	974		973	975
Softball (282)	898 ^{2 6}	1st-10th	1st-10th	968	962	981	971		966	968
Swimming (195)	NA	NA	NA	979	975	986	980		980	979
Tennis (317)	950	10th-20th	20th-30th	974	970	982	976		972	977
Track, Indoor (301)	953	20th-30th	30th-40th	965	959	979	965		969	962
Track, Outdoor (313)	951	20th-30th	20th-30th	966	960	980	966		969	964
Volleyball (325)	955	10th-20th	30th-40th	972	968	981	975		971	973
Water Polo (33)	NA	NA	NA	970	959	980	974		988	965
By Sport - Co-Ed										
Rifle (23)	NA	NA	NA	967	966	978	967		966	981

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

University of Idaho
Spring 2009 APR Report Summary

The University of Idaho has a four-year average Academic Progress Rate (APR) over 16 sports of 953.5. This is the fourth highest per-sport average in the WAC. The University of Idaho is one of three programs in the WAC to not have any historical penalties for 2009.

The University sponsors 16 NCAA sports and of those, 13 currently maintain a 4-year average of at least 944, only two sports fall below the 925 contemporaneous-penalty cutline. Of the 2 sports below the 925 cutline, men's basketball and football are not subject to scholarship reductions.

Men's Basketball showed significant progress and had a single-year APR of 980 in 2007-08 and has a current multi-year rate of 899. The men's basketball program is not subject to any historical penalties this year due to our marked single-year improvement. We expect men's basketball to again have a high single year APR rate in 2008-2009 as we anticipate every men's basketball student-athlete will return and be eligible in fall 2009. The men's basketball 4-year APR should then be at 911.

Football had a single year APR of 938 in 2007-08 and has a current multi-year rate of 905. This single year APR is an increase of 77 points over the previous year. This increase is the result of concerted efforts to run a football program where academics are considered the top priority.

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NCAA Division I 2007 - 2008 Academic Progress Rate Public Report

Institution: University of Idaho

Date of Report: 05/01/2009

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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 (296)	NA	NA	NA	946	937	965	952	944	939
Basketball (341)	899 ³	10th-20th	1st-10th	933	924	951	934	934	934
Cross Country (307)	928	10th-20th	10th-20th	964	959	976	969	964	964
Football (241)	905	10th-20th	1st-10th	939	931	961	941	935	NA
Fencing (19)	NA	NA	NA	974	963	981	975	981	956
Golf (293)	955	30th-40th	30th-40th	963	956	976	968	958	967
Gymnastics (16)	NA	NA	NA	978	978	983	978	1000	957
Ice Hockey (58)	NA	NA	NA	973	964	981	976	984	980

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NCAA Division I 2007 - 2008 Academic Progress Rate

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Lacrosse (57)	NA	NA	NA	972	969	973	982		975	963
Skiing (13)	NA	NA	NA	969	960	990	956		986	964
Soccer (200)	NA	NA	NA	958	949	966	956		966	956
Swimming (137)	NA	NA	NA	967	959	979	966		969	968
Tennis (260)	955	30th-40th	30th-40th	964	957	975	966		966	962
Track, Indoor (251)	948	40th-50th	20th-30th	953	946	970	954		954	955
Track, Outdoor (275)	948	30th-40th	20th-30th	954	946	972	954		955	956
Volleyball (23)	NA	NA	NA	971	966	976	969		981	974
Water Polo (21)	NA	NA	NA	971	966	974	972		978	964
Wrestling (84)	NA	NA	NA	948	942	961	952		947	937
By Sport - Women's										
Basketball (339)	944	20th-30th	20th-30th	962	956	976	963		961	966
Bowling (30)	NA	NA	NA	945	940	958	961		936	962
Cross Country (335)	979	50th-60th	60th-70th	971	967	980	974		975	969
Fencing (23)	NA	NA	NA	979	971	983	977		994	967
Field Hockey (77)	NA	NA	NA	985	982	988	984		987	984

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Golf (244)	983	50th-60th	70th-80th	976	973	984	982		972	975
Gymnastics (63)	NA	NA	NA	983	982	990	984		991	977
Ice Hockey (34)	NA	NA	NA	980	972	984	985		989	975
Lacrosse (85)	NA	NA	NA	985	985	985	992		986	979
Rowing (84)	NA	NA	NA	984	977	990	980		990	984
Skiing (14)	NA	NA	NA	975	965	992	967		991	955
Soccer (314)	968	30th-40th	40th-50th	973	967	985	974		973	975
Softball (282)	NA	NA	NA	968	962	981	971		966	968
Swimming (195)	966	10th-20th	40th-50th	979	975	986	980		980	979
Tennis (317)	968	30th-40th	40th-50th	974	970	982	976		972	977
Track, Indoor (301)	971	50th-60th	50th-60th	965	959	979	965		969	962
Track, Outdoor (313)	965	40th-50th	40th-50th	966	960	980	966		969	964
Volleyball (325)	974	40th-50th	50th-60th	972	968	981	975		971	973
Water Polo (33)	NA	NA	NA	970	959	980	974		988	965
By Sport - Co-Ed										
Rifle (23)	NA	NA	NA	967	966	978	967		966	981

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

SUBJECT

Approval of Red Flag Rules (Identity Theft Prevention) Program plans

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8.
Section 33-3717, Idaho Code
Idaho Administrative code, IDAPA 08.02.04 – Section 112, Accountability

BACKGROUND/DISCUSSION

The Federal Trade Commission (FTC), the federal bank regulatory agencies, and the National Credit Union Administration (NCUA) have issued regulations (the Red Flags Rules) requiring financial institutions and creditors to develop and implement written identity theft prevention programs, as part of the Fair and Accurate Credit Transactions (FACT) Act of 2003. The institutions, in providing certain loans to students, fall under the scope of this rule.

IMPACT

No expected financial impact is anticipated.

ATTACHMENTS

Boise State University Identity Theft Prevention plan	Tab A
Idaho State University Identify Theft Prevention plan	Tab B
University of Idaho Identify Theft Prevention plan	Tab C
Lewis-Clark State College Identify Theft Prevention plan	Tab D

STAFF COMMENTS AND RECOMMENDATIONS

The Federal Trade Commission (FTC), the federal bank regulatory agencies, and the National Credit Union Administration (NCUA) have issued regulations (the Red Flag Rules) requiring financial institutions and creditors to develop and implement written identity theft prevention programs, as part of the Fair and Accurate Credit Transactions (FACT) Act of 2003. The programs must provide for the identification, detection, and response to patterns, practices, or specific activities – known as “red flags” – that could indicate identify theft.

The FTC regulation requires the governing board of an organization to approve the initial written program. Board approval may be necessary only for the first written program if the board delegates to appropriate senior management further responsibility. The board must approve the initial written program by August 1, 2009.

Institution representatives will be available to review their specific program.

The plan for Eastern Idaho Technical College was not finalized as of agenda preparation time but will be submitted for Board approval before the deadline.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

BOARD ACTION

A motion to approve the request by Boise State University to adopt the institution's written Identity Theft Prevention Program, and to delegate to the institution Vice President for Financial Administration further responsibility.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the request by Idaho State University to adopt the institution's written Identity Theft Prevention Program, and to delegate to the institution Vice President for Financial Administration further responsibility.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the request by the University of Idaho to adopt the institution's written Identity Theft Prevention Program, and to delegate to the institution Vice President for Financial Administration further responsibility.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the request by Lewis-Clark State College to adopt the institution's written Identity Theft Prevention Program, and to delegate to the institution Vice President for Financial Administration further responsibility.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDENTITY THEFT PREVENTION PROGRAM

Purpose:

To implement a prevention program to detect, prevent and mitigate identity theft in connection with new or existing covered accounts.

Additional Reference:

Fair and Accurate Credit Transactions Act (FACTA) of 2003

Scope:

This policy applies to all University employees, students, contractors, and affiliates who have access to personally identifying information and/or covered accounts.

Responsible Party:

Information Security Officer (ISO), 426-1159

Definitions:

Covered account – includes all student accounts or loans administered by the University.

Identity theft – fraud committed or attempted using the identifying information of another person without authority.

Personally identifying information – any name or number that may be used alone or in conjunction with other information to identify a specific person including an individual's name, address, date of birth, social security number, driver's license number, passport number, tax identification number, student identification number, or banking account information.

Red flag – a pattern, practice or specific activity that indicates the possible existence of identity theft.

POLICY

I. Policy Statement

In accordance with the Fair and Accurate Credit Transactions Act (FACTA) of 2003, the University has established an Identify Theft Prevention Program to identify relevant red flags for new and existing covered accounts, detect new red flags, and respond appropriately to any red flags that are detected.

II. Identification of Red Flags

A. In order to identify relevant red flags, the University must consider the types of accounts it maintains, methods it provides to open and access these accounts and its previous experiences with identity theft. Accordingly, the following red flags have been identified for each of the categories listed:

1. Notifications and Warnings from Credit Reporting Agencies

- a. Report of fraud accompanying a credit report;
- b. Notice or report from a credit agency of a credit freeze on an applicant;
- c. Notice or report from a credit agency of an active duty alert for an applicant;
- d. Receipt of a notice of address discrepancy in response to a credit report request; and
- e. Indication from a credit report of activity that is inconsistent with an applicant's usual behavior or activity.

2. Suspicious Documents

- a. Identification document or card that appears to be forged, altered, or unauthentic;
- b. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
- c. Other document with information that is not consistent with existing student information; and
- d. Application for services that appears to have been forged or altered.

3. Suspicious Personal Identifying Information

- a. Identifying information that is inconsistent with other information the student provides, for example two documents with different birth dates;

- b. Identifying information that is inconsistent with other sources of information, for example supplemental documentation for a student loan with a different address than that on file with the University;
 - c. Identifying information that is the same as information shown on other applications that were found to be fraudulent;
 - d. Identifying information presented that is consistent with fraudulent activity, for example an invalid phone number or fictitious address;
 - e. Social Security Number that is the same as another student or employee;
 - f. Address or phone number that is the same as another student or employee; and
 - g. An individual who fails to provide complete personal identifying information on an application when prompted to do so.
4. Suspicious Covered Activity Account or Unusual Use of Account
- a. Change of address for an account followed by a request to change the student's name;
 - b. Payments stop on an otherwise consistently up-to-date account;
 - c. Account is used in a way that is not consistent with prior use;
 - d. Mail sent to a student is consistently returned as "undeliverable;"
 - e. A student notifies the University that s/he is not receiving mail sent by the University;
 - f. A student notifies the University that an account has unauthorized activity;
 - g. Breach in the University's computer system security; and

- h. Other unauthorized access to or use of student account information.

5. Alerts from Other Sources

Notice to the University from a student, identity theft victim, law enforcement or other individual that the University has opened or is maintaining a fraudulent account for a person engaged in identity theft.

III. Detecting Red Flags

A. Student Enrollment: In order to detect any of the red flags identified above that are associated with the enrollment of a student, University personnel must take both of the following steps to obtain and verify the identity of the individual opening the account:

1. Require certain identifying information such as name, date of birth, academic records, home address or other identifying information; and
2. Verify the student's identity at the time of issuance of student Bronco Card by checking student's driver's license or other government issued identification.

B. Existing Accounts: In order to detect any of the red flags identified above for an existing covered account, university personnel must take all of the following steps to monitor transactions on an account:

1. Verify the identification of students requesting information in person, by mail, email or facsimile;
2. Verify the identity of individuals requesting to change billing addresses by mail or email;
3. Provide the student a reasonable means of promptly reporting incorrect billing address changes; and
4. Verify changes in banking information given for billing and payment purposes.

C. Consumer Credit Reports: In order to detect any red flags identified above for any covered account for which a credit report is required, university personnel will take both of the following steps to assist in identifying address discrepancies:

1. Require written verification from any applicant that the address provided by the applicant is accurate at the time the request for the credit report is made to the consumer reporting agency; and
2. In the event that notice of an address discrepancy is received, verify that the credit report pertains to the applicant for whom the report was requested and report to the consumer reporting agency an address for the applicant that the University has taken reasonable steps to confirm is accurate.

IV. Preventing and Mitigating Identity Theft

- A. Reporting Requirement: In the event that university personnel detect any red flags, the Information Security Officer (ISO) must be contacted within one (1) business day. Thereafter, the ISO will determine whether one or more of the following steps should be taken, depending on the degree of risk posed by the red flag:
 1. Monitor the effected covered account for evidence of identity theft;
 2. Contact the student or applicant for which a credit report was run;
 3. Change any passwords or other security devices that permit access to covered accounts;
 4. Provide the student with a new student identification number;
 5. Notify law enforcement;
 6. File a [Suspicious Activity Report](#) (SAR); or
 7. Other action as recommended by the Information Security Officer.
- B. Protecting Student Identifying Information: In order to prevent the likelihood of identity theft occurring, the University will take all of the following steps with respect to its internal operating procedures to protect student identifying information:

1. Ensure that institutional web pages are secure or provide clear notice where web pages are not or cannot be secured;
2. Ensure complete and secure destruction of paper documents and computer files containing student account information when a decision had been made to discard that information;
3. Avoid using social security numbers except when required for tax or other governmental reporting purposes;
4. Ensure computer virus protections are up to date; and
5. Require and maintain the minimum amount of student information that is necessary for institutional purposes.

V. Program Administration

A. Oversight: Responsibility for implementing and updating the identity theft prevention program lies with the ISO. The ISO will be responsible for training University staff about the program and for reviewing SARs on the detection of and response to red flags. The ISO is also responsible for determining which steps of prevention and mitigation are most appropriate in light of particular circumstances.

1. Staff Training and SARs: The ISO is responsible for training university employees to detect red flags and respond appropriately. The ISO will work with the appropriate personnel to effectively implement the program and to regularly monitor compliance with the program requirements. The ISO will develop a reporting procedure for employees to report red flag incidents and will summarize his/her findings for the Vice President for Finance and Administration on a biannual basis.
2. Service Provider Arrangements: In the event the University engages a service provider to perform an activity in connection with one or more covered accounts, both of the following steps will be taken to ensure the service provider performs its duties in accordance with all institutional policies and procedures designed to detect, prevent and mitigate the risk of identity theft:

- a. Require, by contract, that service providers understand and agree to abide by university policies and procedures regarding identity theft: and
 - b. Require, by contract, that service providers report any red flags to the ISO or the university employee with primary oversight of the service provider.
- 3. Non-Disclosure of Specific Practices: In order to optimize the effectiveness of the Identity Theft Prevention Program, information regarding specific red flag identification, detection, mitigation and prevention practices may need to be limited to the ISO, his/her supervisor(s), and employees charged with identifying and reporting those red flags.
- 4. Program Updates: The ISO will periodically review and update the Identity Theft Prevention Program to reflect changes in risks. In so doing, the ISO will consider the institution's experiences with identity theft, changes in the means by which identity theft occurs, changes in identity theft prevention and detection methods, and changes in the way business relationships are structured with other entities. After considering these changes, the ISO will determine whether changes to the program, including the type of red flags, are warranted.

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Red Flag Regulation Implementation at ISU

Finance and Administration

In November 2007, final rules implementing section 114 of the Fair and Accurate Credit Transactions Act of 2003 were issued by the Federal Trade Commission (“FTC”), the federal bank regulatory agencies, and the National Credit Union Administration (“NCUA”). A joint notice of final rulemaking was published in the Federal Register (72 FR 63718) finalizing *the Identity Theft Red Flags Rule* (“the Rule”). The Rule was issued with the underlying goal of detecting, preventing, and mitigating identity theft “in connection with the opening of certain accounts or existing accounts,” referred to as “*covered accounts*.”

Red Flags are defined by the Rule as those events which should alert an organization that there is a risk of identity theft. The Rule supplements existing legislation aimed at preventing identity theft through tightened data security (e.g., Gramm-Leach-Bliley) by addressing situations where¹ individuals are trying to use another person’s identity in order to fraudulently obtain resources or services. Institutions are to identify Red Flags to alert to and intervene against the possibility of such attempts.

ISU as a Covered Entity

The Rule applies to financial institutions and creditors that offer or maintain accounts that provide for multiple transactions primarily for personal, family, or household purposes. The Rule defined ‘account’ as ‘a continuing relationship established to provide a financial product or service that a financial holding company could offer by engaging in an activity that is financial in nature or incidental to such a financial activity under section 4(k) of the Bank Holding Company Act, 12 U.S.C. 1843(k).’

ISU is considered a covered entity because we act as a “creditor” by:

- regularly extending, renewing, or continuing credit; or
- regularly arranging for the extension, renewal, or continuation of credit; or

- acting as an assignee of an original creditor who participates in the decision to extend, renew, or continue credit.

The Rule is actually three different but related rules, two of which will definitely apply to ISU. The third rule should not apply as noted below:

- *(681.1) Users of consumer reports must develop reasonable policies and procedures to apply when they receive notice of an address discrepancy from a consumer reporting agency.* This provision would apply to any areas of ISU that utilize consumer reporting agencies for any reason, i.e. credit or background checks for loan issuance or collection purposes, or for new hire applicants, etc.
- *(68.2) Financial institutions and creditors holding ‘covered accounts’ must develop and implement a written identity theft prevention program for both new and existing accounts.* This provision applies to any areas of ISU that issue any type of credit, i.e. Perkins Loans, Short Term Loans for Students, Housing Payment Plans, Student Tuition/Fee Deferred Payment Plans, etc.
- *(681.3) Debit and credit card issuers must develop policies and procedures to assess the validity of a request for a change of address that is followed closely by a request for an additional or replacement card.* This provision does not apply as ISU does not issue debit and/or credit cards. While the Bengal Card has debit functionality, it is a closed loop system and cannot be processed through the regular debit/credit card network. Our customers are all known entities associated with the University and address updates are received only through uploads from or Student systems. Additionally, addresses are not used in the Bengal Card system. All refunds are generated through the Office of Finance and Administration.

Summary of the Rule Requirements and Implementation Deadline

Covered entities under the Rule must adopt and implement a written Identity Theft Prevention Program to *detect, prevent, and mitigate* identity theft in connection with the opening of a covered account, or any existing covered account. The Identity Theft Prevention Program may be integrated into the structure of an existing Compliance

Program. However, the efforts and resources committed must be appropriate to the size and complexity of the organization and the nature and scope of its activities. Elements required by the Rule include:

- Identification of Red Flags – Policies and procedures to identify which Red Flags, singly or in combination, are relevant to detecting the possible risk of identity theft to customers using a risk evaluation method appropriate to the organization.
- Detection of Red Flags – Policies and procedures designed to prevent and mitigate identity theft in connection with opening an account or any existing account.
- Responding to Red Flags – Policies and procedures to assess whether the Red Flags detected evidence a risk of identity theft. There must also be a reasonable basis for concluding that a Red Flag does not evidence a risk of identity theft.
- Updating the Program – Policies and procedures in place to ensure the program is updated periodically to reflect changes in risks to the customer and institution.
- Administration of the Program – Involvement of senior management in development, implementation and oversight. Ongoing staff training is required. Also included is oversight of service provider arrangements to ensure they are in compliance.

The implementation date by which covered entities were to comply with the Rule was set at November 1, 2008. In October 2008, the FTC announced that they were delaying enforcement of the Rule as to the entities under its jurisdiction by six months, until May 1, 2009.

Twenty-Six Red Flags Identified in the Rule

As an Appendix to the Rule, the FTC has identified twenty-six Red Flags that the University may consider incorporating into their program. These are subdivided into five sections, see below:

Alerts, Notifications or Warnings from a Consumer Reporting Agency

1. A fraud or credit alert is included with a consumer report.

2. A notice of credit freeze on a consumer report is provided from a consumer reporting agency.
3. A consumer reporting agency provides a notice of address discrepancy.
4. A consumer report indicates a pattern of activity inconsistent with the history and usual pattern of activity of a customer.

Suspicious Documents

5. Documents provided for identification appear to have been altered or forged.
6. The photograph or physical description on the identification is not consistent with the appearance of the customer presenting the identification.
7. Other information on the identification is not consistent with information provided by the person opening an account or presenting the identification.
8. Other information on the identification is not consistent with readily accessible information that is on file with the University.
9. An application appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

Suspicious Personal Identifying Information

10. Personal identifying information provided is inconsistent when compared against external information sources used by the University.
11. Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer.
12. Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the University.
13. Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by the internal or third-party sources used by the University.
14. The social security number provided is the same as that submitted by other persons opening an account or other customers.
15. The address or telephone number provided is the same as or similar to the account number or telephone number submitted by an unusually large number of other persons opening accounts or other customers.

16. The person opening the account fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
17. Personal identifying information provided is not consistent with personal identifying information that is on file with the University.
18. If the University uses a challenge question, the customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

Unusual Use of, or Suspicious Activity Related to, the Covered Account

19. Shortly following the notice of a change of address, the University receives a request for a new or replacement card or cell phone, or the addition of authorized users on the account.
20. A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns.
21. An account is used in a manner that is not consistent with established patterns of activity on the account.
22. An account that has been inactive for a reasonably lengthy period of time is used.
23. Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the account.
24. The University is notified that the customer is not receiving paper account statements.
25. The University is notified of unauthorized charges or transactions in connection with a customer's account.

Notice from Customers, Victims of Identity Theft, Law Enforcement Authorities, or Other Persons Regarding Possible Identity Theft in Connection with Covered Accounts

26. The University is notified by a customer, a victim of identity theft, a law enforcement authority, or any person that it has opened a fraudulent account for a person engaged in identity theft.

Finance and Administration Policy and Procedures for the Rule

It will be the policy of Finance and Administration to:

- Verify identification for any student, faculty, or staff requesting services. The identification should be scrutinized to verify that it has not been altered or forged.
- Verify that the picture on the identification provided matches the appearance of the customer presenting the identification.
- Verify that the information on the identification is consistent with other information on file at the University, particularly on the customer's account.
- Verify that requests for information updates have not been altered or forged, or that the paperwork gives the appearance of having been destroyed and reassembled.
- Not share any more information with a customer than is documented in the student system if there is a full FERPA restriction on the account. If additional information is requested, the student should be forwarded to the Registrars office for assistance.
- Report to upper management without assisting the customer if the Bengal ID provided is the same as that submitted by another customer.
- Report to upper management if an account is used in a manner not consistent with regular patterns of activity, i.e. if a student receives more than one Short Term loan at a time, or over the period of one term.
- Call or email the customer if mail addressed to the customer is returned twice as undeliverable although transactions continue to be conducted with their account.
- Notify upper management if an account has three different address changes in the past ninety (90) days.
 - Investigate and verify the correctness of unauthorized charges or transactions assessed by Finance and Administration in connection with a customer's account. If there are questions regarding the correctness of departmental charges, refer them on to the appropriate department for resolution.

- Notify the Director immediately if the University is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened, discovered, or manipulated a fraudulent account for a person engaged in identity theft.
- Not provide any information to an individual claiming to be the victim of identity theft without them providing evidence of a Police Case Number or an FTC affidavit of identity theft. If a customer needs assistance of this type, the request must be in writing with detailed information requested as well as proof of positive identification and proof of claim of identity theft (police report or FTC affidavit).
- Ensure that customers who call are not given information on an account if they cannot provide the Bengal ID and customer name. Be cautious about callers who attempt to get financial information without providing any substantive knowledge about the account.
- Finance and Administration staff should not respond to any questions from customers related to any medical type services. All calls of this type should be immediately referred to the phone number of the department in question.

Oversight, Training, Third Party Compliance and Update

Due to the sensitive nature of this topic, the Manager of each area within Finance and Administration will maintain responsibility for the implementation and ongoing support of this regulation. On a quarterly basis they will audit the procedures and report compliance to the Controller.

Training for Red Flag will be conducted annually along with other compliance training affecting Finance and Administration. This training will be conducted at Staff Meeting and is mandatory for all staff. If students or staff is not able to attend in Staff Meeting, the Managers will update their staff when they are available.

It is the responsibility of ISU to ensure that the activities of all service providers are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. A service provider that maintains its own identity theft prevention program consistent with the guidance of the red flag rules and validated by appropriate due diligence, may be considered to be meeting these requirements. Any specific requirements should be specifically addressed in the appropriate contract agreements. Currently, there are Third Party contracts in Finance and Administration and Housing that need to report compliance. ECSI handles the collection and servicing of our Perkins Loan Program, TMS handles the payment plans for our housing office, and we have several collections companies that handle collection on our accounts receivable. Attached you will find their Red Flag Policies for each of these entities. These policies will be reviewed annually.

This policy will be updated at least annually based on new processes and procedures.

Approved this _____ day of _____, 2009

Financial Vice President

University of Idaho
Identity Theft Prevention Program
(a.k.a. Red Flag Rules)
Effective May 1, 2009

I. PROGRAM ADOPTION

The University of Idaho ("University") developed this Identity Theft Prevention Program ("Program") pursuant to the Federal Trade Commission's ("FTC") Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003. This Program was developed with approval of the Idaho Board of Education. After consideration of the size and complexity of the University's operations and account systems, and the nature and scope of the University's activities, the Board determined that this Program was appropriate for the University, and therefore approved this Program on June 18, 2009.

II. DEFINITIONS AND PROGRAM

A. Red Flags Rule Definitions Used in this Program

"Identity Theft" is a "fraud committed or attempted using the identifying information of another person without authority."

A "Red Flag" is a "pattern, practice, or specific activity that indicates the possible existence of Identity Theft."

A "Covered Account" is an account that the University maintains, primarily for personal, family or household purposes that involves, or is designed to permit multiple payments or transactions.

The "Program Administrator" is the individual designated with primary responsibility for oversight of the program. See Section VIII below.

"Identifying information" is "any name or number that may be used, alone or in conjunction with any other information, to identify a specific person," including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, student identification number, computer's Internet Protocol address, or routing code.

B. Fulfilling Requirements of the Red Flags Rule

Under the Red Flags Rule, the University is required to establish an "Identity Theft Prevention Program" tailored to its size, complexity and the nature of its operation. The program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically to reflect changes in risks to students or to the safety and soundness of the student from Identity Theft.

III. PURPOSE

The purpose of this policy is to establish an Identity Theft Prevention Program designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide for continued administration of the Program. The Program shall include reasonable policies and procedures to:

1. Identify relevant red flags for covered accounts it offers or maintains and incorporate those red flags into the program;
2. Detect red flags that have been incorporated into the Program;
3. Respond appropriately to any red flags that are detected to prevent and mitigate identity theft; and
4. Ensure the Program is updated periodically to reflect changes in risks to Students and to the safety and soundness of the creditor from identity theft.

The program shall, as appropriate, incorporate existing policies and procedures that control reasonably foreseeable risks.

IV. COVERED ACCOUNTS

The University has identified 3 types of accounts, 3 of which are covered accounts administered by the University and one type of account that is administered by a service provider.

University covered accounts:

1. Refund of credit balances involving Federal, private and Institutional loans
2. Refund of credit balances, without Federal, private and Institutional loans
3. Student Health Center charges
4. Service provider account identified in section VIII (C)

V. IDENTIFICATION OF RELEVANT RED FLAGS

The Program considers the following risk factors in identifying relevant red flags for covered accounts:

1. The types of covered accounts as noted above;
2. The methods provided to open covered accounts-- acceptance to University campuses and enrollment in classes requires the all of the following information:
 - a. Common application with personally identifying information
 - b. high school transcript
 - c. official ACT or SAT scores
 - d. two letters of recommendation
 - e. Entrance Medical Record
 - f. medical history
 - g. immunization history
 - h. insurance card

3. The methods provided to access covered accounts:
 - a. Disbursement obtained in person require picture identification
 - b. Disbursements obtained by mail can only be mailed to an address on file
4. The University's previous history of identity theft.

The University identifies the following Red Flags in each of the listed categories:

A. Notifications and Warnings from Credit Reporting Agencies

Red Flags

1. Report of fraud accompanying a credit report;
2. Notice or report from a credit agency of a credit freeze on an applicant;
3. Notice or report from a credit agency of an active duty alert for an applicant;
4. Receipt of a notice of address discrepancy in response to a credit report request; and
5. Indication from a credit report of activity that is inconsistent with an applicant's usual pattern or activity.

B. Suspicious Documents

Red Flags

1. Identification document or card that appears to be forged, altered or inauthentic;
2. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
3. Other document with information that is not consistent with existing student information; and
4. Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information

Red Flags

1. Identifying information presented that is inconsistent with other information the student provides (example: inconsistent birth dates);
2. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a loan application);
3. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
4. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
5. Social security number presented that is the same as one given by another student;
6. An address or phone number presented that is the same as that of another person;
7. A person fails to provide complete personal identifying information on an application when reminded to do so; and
8. A person's identifying information is not consistent with the information that is on file for the student.

D. Suspicious Covered Account Activity or Unusual Use of Account

Red Flags

1. Change of address for an account followed by a request to change the student's name;
2. Payments stop on an otherwise consistently up-to-date account;
3. Account used in a way that is not consistent with prior use;
4. Mail sent to the student is repeatedly returned as undeliverable;
5. Notice to the University that a student is not receiving mail sent by the University;
6. Notice to the University that an account has unauthorized activity;
7. Breach in the University's computer University security; and
8. Unauthorized access to or use of student account information.

E. Alerts from Others

Red Flag

1. Notice to the University from a student, Identity Theft victim, law enforcement or other person that the University has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

VI. DETECTING RED FLAGS

A. Student Enrollment

In order to detect any of the Red Flags identified above associated with the enrollment of a student, University personnel will take the following steps to obtain and verify the identity of the person opening the account:

Detect

1. Require certain identifying information such as name, date of birth, academic records, home address or other identification; and
2. Verify the student's identity at time of issuance of student identification card (review of driver's license or other government-issued photo identification).

B. Existing Accounts

In order to detect any of the Red Flags identified above for an existing Covered Account, University personnel will take the following steps to monitor transactions on an account:

Detect

1. Verify the identification of students if they request information (in person, via telephone, via facsimile, via email);
2. Verify the validity of requests to change billing addresses by mail or email and provide the student a reasonable means of promptly reporting incorrect billing address changes; and
3. Verify changes in banking information given for billing and payment purposes.

C. Consumer (“Credit”) Report Requests

In order to detect any of the Red Flags identified above for an employment or volunteer position for which a credit or background report is sought, University personnel will take the following steps to assist in identifying address discrepancies:

1. Require written verification from any applicant that the address provided by the applicant is accurate at the time the request for the credit report is made to the consumer reporting agency; and
2. In the event that notice of an address discrepancy is received, verify that the credit report pertains to the applicant for whom the requested report was made and report to the consumer reporting agency an address for the applicant that the University has reasonably confirmed is accurate.

VII. PREVENTING AND MITIGATING IDENTITY THEFT

In the event University personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

Prevent and Mitigate

1. Continue to monitor a Covered Account for evidence of Identity Theft;
2. Contact the student or applicant (for which a credit report was run);
3. Change any passwords or other security devices that permit access to Covered Accounts;
4. Not open a new Covered Account;
5. Provide the student with a new student identification number;
6. Notify the Program Administrator for determination of the appropriate step(s) to take;
7. Notify law enforcement;
8. File or assist in filing a Suspicious Activities Report (“SAR”); or
9. Determine that no response is warranted under the particular circumstances.

Protect Student Identifying Information

In order to further prevent the likelihood of Identity Theft occurring with respect to Covered Accounts, the University will take the following steps with respect to its internal operating procedures to protect student identifying information:

1. Ensure that its website is secure or provide clear notice that the website is not secure;
2. Ensure complete and secure destruction of paper documents and computer files containing student account information when a decision has been made to no longer maintain such information;
3. Ensure that office computers with access to Covered Account information are password protected;
4. Avoid use of social security numbers (See Green Information Use Policy);
5. Ensure computer virus protection is up to date; and

6. Require and keep only the kinds of student information that are necessary for University purposes.

VIII. PROGRAM ADMINISTRATION

A. Oversight

Responsibility for developing, implementing and updating this Program lies with an Identity Theft Committee (“Committee”) for the University. The Committee is headed by the Director of Business Systems and Accounting Services. Two or more other individuals will be appointed to comprise the remainder of the committee membership. The Committee will be responsible for ensuring appropriate training of University staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.

B. Staff Training and Reports

The University will incorporate training regarding Identity Theft into Banner training for those users who have access to make changes to covered accounts. Departments who traditionally have access to change covered account information must identify one person to train the staff on the steps to prevent and mitigate Identity Theft. Every department who receives ‘returned mail’ will have a significant impact due to the time involved in identifying and monitoring the change of address information.

C. Service Provider Arrangements

In the event the University engages a service provider to perform an activity in connection with one or more Covered Accounts, the University will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent and mitigate the risk of Identity Theft.

1. Require, by contract, that service providers have such policies and procedures in place; and
2. Require, by contract, that service providers review the University's Program and report any Red Flags to the Program Administrator or the University employee with primary oversight of the service provider relationship.

Current service providers include:

Tuition Management Systems,

Campus Partners,

Collection agencies:

Williams and Fudge,

Coast Professionals,

Windham Professionals,

Enterprise Recovery Services,

Inland Merchants,

D. Non-disclosure of Specific Practices

For the effectiveness of this Identity Theft Prevention Program, knowledge about specific Red Flag identification, detection, mitigation and prevention practices may need to be limited to the Committee who developed this Program and to those employees with a need to know them. Any documents that may have been produced or are produced in order to develop or implement this program that list or describe such specific practices and the information those documents contain are considered “confidential” and should not be shared with other University employees or the public. The Program Administrator shall inform the Committee and those employees with a need to know the information of those documents or specific practices which should be maintained in a confidential manner.

E. Program Updates

The Committee will periodically review and update this Program to reflect changes in risks to students and the soundness of the University from Identity Theft. In doing so, the Committee will consider the University's experiences with Identity Theft situations, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, and changes in the University's business arrangements with other entities. After considering these factors, the Program Administrator will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Committee will update the Program.

SECTION: Administrative

SUBJECT: Identity Theft Prevention Program

Background: The Federal Trade Commission (FTC), the federal bank regulatory agencies, and the National Credit Union Administration (NCUA) have issued regulations (the Red Flags Rules) requiring financial institutions and creditors to develop and implement written identity theft prevention programs, as part of the Fair and Accurate Credit Transactions Act (FACTA) of 2003. The program must provide for the identification, detection, and response to patterns, practices, or specific activities – known as “red flags” – that could indicate identity theft.

Point of Contact: Vice President for Finance and Administration

Other LCSC offices directly involved with implementation of this policy, or significantly affected by the policy: Controller’s Office, Information Technology, Student Services, Student Union Auxiliary

Date of approval by LCSC authority: 4/13/09

Date of State Board Approval: Pending

Date of Most Recent Review: New policy

Summary of Major Changes incorporated in this revision to the policy: New Policy

Policy:

In accordance with the Fair and Accurate Credit Transactions Act (FACTA) of 2003, the College has established an Identify Theft Prevention Program to identify relevant red flags for new and existing covered accounts, detect new red flags, and respond appropriately to any red flags that are detected.

1. Definitions:

- **Identity theft:** Fraud committed or attempted using the identifying information of another person without authority.
- **Covered Account:** An account that a creditor offers or maintains, primarily for personal, family, or household purposes that involves or is designed to permit multiple payments or transactions.
- **Red Flag:** A pattern, practice or specific activity that indicates the possible existence of identity theft.
- **Personally identifying information:** Any name or number that may be used alone or in conjunction with other information to identify a specific person including an individual’s name, address, date of birth, social security number, driver’s license number, passport number, tax identification number, student identification number, or banking account information.

2. Identification of Red Flags

- A. In order to identify relevant red flags, the College must analyze the types of accounts it maintains, methods it provides to open and access these accounts and its previous experiences with identity theft. Accordingly, the following red flags have been identified for each of the categories listed:

SECTION: Administrative

SUBJECT: Identity Theft Prevention Program

- (1) Suspicious Documents
 - (a) Identification document or card that appears to be forged, altered, or unauthentic.
 - (b) Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document.
 - (c) Other document with information that is not consistent with existing student information.
 - (d) Any application that appears to have been forged or altered.
- (2) Suspicious Personal Identifying Information
 - (a) Identifying information that is inconsistent with other information the student provides; for example, two documents with different birth dates.
 - (b) Identifying information that is inconsistent with other sources of information; for example, supplemental documentation for a student loan with a different address than that on file with the College.
 - (c) Identifying information that is the same as information shown on other applications that were found to be fraudulent.
 - (d) Identifying information presented that is consistent with fraudulent activity; for example, an invalid phone number or fictitious address.
 - (e) Social Security Number that is the same as another student or employee.
 - (f) Address or phone number that is the same as another student or employee.
 - (g) An individual who fails to provide complete personal identifying information on an application when prompted to do so.
- (3) Notifications and Warnings from Credit Reporting Agencies
 - (a) Report of fraud accompanying a credit report.
 - (b) Notice or report from a credit agency of a credit freeze on an applicant.
 - (c) Receipt of a notice of address discrepancy in response to a credit report request.
 - (d) Indication from a credit report of activity that is inconsistent with an applicant's usual behavior or activity.
- (4) Suspicious Covered Account Activity or Unusual Use of Account
 - (a) Change of address for an account followed by a request to change the student's name.
 - (b) Payments stop on an otherwise consistently up-to-date account.
 - (c) Account is used in a way that is not consistent with prior use.
 - (d) Mail sent to a student is consistently returned as "undeliverable".
 - (e) A student notifies the College that s/he is not receiving mail sent by the College.
 - (f) A student notifies the College that an account has unauthorized activity.
 - (g) Unauthorized access to or use of student account information.
- (5) Alerts from Other Sources

Notice to the College from a student, identity theft victim, law enforcement or other individual that the College has opened or is maintaining a fraudulent account for a person engaged in identity theft.

SECTION: Administrative

SUBJECT: Identity Theft Prevention Program

3. Detecting Red Flags

- A. New Covered Account Student Enrollment: In order to detect any of the red flags identified above that are associated with the enrollment of a student, College personnel must take the following steps to obtain and verify the identity of the individual opening the account:
- (1) Require certain identifying information such as name, date of birth, academic records, home address or other identifying information; and
 - (2) Verify the student's identity at the time of issuance of student Warrior ID card via identity confirmation against the student's driver's license or other government issued identification.
- B. Existing Student Account Activity: In order to detect any of the red flags identified above for an existing covered account, College personnel must take the following steps to monitor account transaction:
- (1) Verify the identity of students requesting information in person, by mail, email or facsimile;
 - (2) Verify the identity of individuals requesting to change billing addresses by mail or email;
 - (3) Provide student with a reasonable means of promptly reporting incorrect billing address changes; and
 - (4) Verify changes in banking information given for billing and payment purposes.
- C. Consumer Credit Reports: In order to detect red flags identified above for any covered account for which a credit report is required, the College will take the following steps to assist in identifying address discrepancies:
- (1) Require written verification from any applicant that the address provided by the applicant is accurate at the time the request for the credit report is made to the consumer reporting agency.
 - (2) In the event that notice of an address discrepancy is received, verify that the credit report pertains to the applicant for whom the report was requested and report to the consumer reporting agency an address for the applicant that the College has taken reasonable steps to confirm is accurate.

4. Preventing and Mitigating Identity Theft

- A. Reporting Requirement: In the event that College personnel detect any red flags, one or more of the following steps must be taken, depending on the degree of risk posed by the red flag:
- (1) Monitor the identified covered account for evidence of identity theft.
 - (2) Contact the student or applicant for which a credit report was run, where applicable.
 - (3) Change any passwords or other security devices that permit access to covered accounts.
 - (4) Provide the student with a new student identification number.
 - (5) Notify law enforcement.
 - (6) Other action as recommended by the Program Administrator.
- B. Protecting Student Identifying Information: In order to prevent the likelihood of identity theft occurring, College personnel will take the following steps with respect to internal operating procedures to protect student identifying information:
- (1) Ensure that institutional web pages are secure or provide clear notice where web pages are not or cannot be secured.

SECTION: Administrative

SUBJECT: Identity Theft Prevention Program

- (2) Ensure complete and secure destruction of paper documents and computer files containing student account information when a decision had been made to discard that information.
- (3) Avoid the use of social security numbers except when required for tax or other governmental reporting purposes.
- (4) Maintain up-to-date computer virus protection.
- (5) Require and maintain the minimum amount of student information necessary for institutional purposes.

5. Program Administration

- A. Oversight: Responsibility for implementing and updating the Identity Theft Prevention Program lies with the Vice President for Finance and Administration.
 - (1) Staff training will be conducted for those who may come into contact with accounts or personally identifiable information that may pose a risk to the College or its customers.
 - (2) Service Provider Arrangements: In the event the College engages a service provider to perform an activity in connection with one or more covered accounts, the College will take the following steps to ensure the service provider performs its duties in accordance with all institutional policies and procedures designed to detect, prevent and mitigate the risk of identity theft:
 - (a) Require, by contract, that service providers understand and agree to abide by College policies and procedures regarding identity theft.
 - (b) Require, by contract, that service providers report any red flags to the College employee with primary oversight of the service provider.
 - (3) Program Updates: The Vice President for Finance and Administration will periodically review and update the Identity Theft Prevention Program to reflect changes in risks. This review will consider the institution's experiences with identity theft, changes in the means by which identity theft occurs, changes in identity theft prevention and detection methods, and changes in the way business relationships are structured with other entities. After considering these changes, modifications to the program will be instituted as warranted.

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BOISE STATE UNIVERSITY

SUBJECT

Request to approve MOU and ground lease terms with American Campus Communities

REFERENCE

February 2008

Board approved extension of Expansion Zone & Capital Projects update

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1. and V.I.5.b.(1)

BACKGROUND/DISCUSSION

As enrollment at Boise State University continues to grow, demand for on-campus housing continues to exceed capacity. Because of this shortfall, students are currently living at the University Inn and in off-campus hotel rooms. Over the past three years, applications for on-campus housing have increased by over 70 percent. Conservative estimates are that the University needs an additional 3,000-6,000 beds to meet this demand.

To meet the growing demand for on-campus housing, the University seeks to partner with American Campus Communities (ACC), one of the nation's largest developers, owners and managers of high-quality student housing communities, to develop and manage new on-campus housing. Since 1996, ACC has developed more than \$2 billion in properties and has acquired more than \$2 billion in student housing assets. ACC has become a national leader in third-party development and management of on-campus student housing, having been awarded the development of 50 on-campus projects. Working with ACC allows the University to develop new housing without issuing debt or using central cash reserves.

The terms of the proposed transaction are contained in a Memorandum of Understanding and a Summary of Ground Lease Terms. The University requests that the Board approve these documents as the structure of the transaction. If approved, ACC and the University will spend the next year finalizing the planning and construction approval processes to begin construction next spring. Once the project is ready to construct, the University will bring to the Board, for final approval (expected in April 2010), the long term ground lease. The primary terms of that lease are set forth in the Summary of Ground Lease Terms to be agreed to now so that the terms are set in advance of the actual lease execution. The proposed Memorandum of Understanding and Summary of Ground Lease Terms contemplate a student housing project consisting of two primary phases, Phase 1 and Phase 2. Phase 1 will be developed in two stages, Phase 1A and Phase 1B.

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Phase 1A will be constructed on land already owned by the University in its designated expansion zone. Phase 1B will be developed on land acquired by ACC and conveyed to the University. Phase 2 of the project is conditioned upon ACC's acquisition and conveyance of acceptable property to the University and Board approval of a ground lease and MOU substantially similar to the terms and conditions of Phase 1, to be brought forward at a later date. The primary terms of the proposed Memorandum of Understanding (MOU) and Summary of Ground Lease terms with ACC are as follows:

- The University will ground lease property in its designated expansion zone to ACC for a 65 year term with a lessee option to extend the term for two periods of 10 years.
- ACC will design, develop and manage student housing on the leased property. Phase 1A will include approximately 864 beds the majority of which will be substantially complete and ready for occupancy for the Fall 2011 semester.
- Phase 1B will contain between 140-220 beds depending upon the parcel(s) of land acquired. Phase 1B or a portion thereof will be substantially complete and ready for occupancy for the Fall 2012 semester, subject to land acquisition suitable for development by ACC.
- ACC will make semi-annual ground lease payments to the University. These rent payments may vary based upon three proposed project scenarios described in the Summary of Financial Impact table below (each scenario assumes property is tax-exempt¹.)
- ACC's construction cost savings, if any, will be shared with the University.
- The University will receive additional rent if the project revenues exceed expectations via a formula for sharing in this "upside participation."
- ACC must construct the project to the standards agreed to by the University and in the approved design.
- The University agrees not to build competing housing unless a study shows reasonable demand and the new housing will not adversely impact the ACC project.
- ACC will be responsible for all maintenance, operation and upkeep of the facility to a "Class A Standard."
- ACC will operate the project pursuant to University student residential life program standards.
- ACC and the University will agree to parking requirements commensurate with the needs of the University and the project.

IMPACT

The primary benefit of a public-private partnership for on-campus housing for Boise State University is the ability to reserve debt capacity for construction of academic and research facilities while meeting the immediate need for on-

¹ ACC and the University intend that the land, improvements and furniture, fixtures and equipment that comprise this project be treated as property of the State of Idaho for tax purposes. Should the Ada County Assessor or other tax authority determine otherwise, the University and ACC will negotiate in good faith a revision to the project financial terms.

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campus student housing. The University would also reap the benefit of ACC's experience constructing, owning and managing high-quality student housing communities. ACC is the industry leader in third-party development and management of on-campus housing. ACC has the financial strength and experience to make this project a success.

If the University enters into a partnership with ACC for on-campus housing, Moody's has verbally indicated the project costs would not be considered the University's direct debt. However, they will continue to monitor this project and any potential impact it could have on the University's overall credit quality. In the request for proposal process, the University required that project level debt could not be issued and assigned to this project. In the unlikely event that the project is unsuccessful or ACC were to default, the University's subsequent involvement in the project could cause Moody's to reassess their credit position. However, if that unlikely scenario were to occur, the University would still have the housing community, a viable institutional asset.

Potential drawbacks of a long term ground lease include the University's loss of control of leased land for an extended period of time and reputational costs associated with an unsuccessful project. Additionally, expected financial gains may not materialize if those gains are tied to the success of a project that doesn't meet expectations.

In addition, once the Board approves the MOU and Summary Ground Lease Terms, certain predevelopment services costs will be incurred to enable ACC and the University to determine if Phase 1 is feasible. These services, including architectural and engineering plans, market studies and related fees are detailed in Attachment 1, Exhibit F, Page 35. The MOU authorizes ACC to incur these predevelopment services costs as reimbursable expenses. In the event that a Phase 1 ground lease is executed, ACC will be reimbursed for these expenses out of project funding, not by the University. If, however, either party determines the project is not feasible and no ground lease is executed, the University must bear a pro-rata share of the total predevelopment costs of \$2.14 million, and reimburse ACC \$1.07 million or half of actual costs incurred. Though the University does not anticipate this will occur, it is a risk the University must accept in order to execute the MOU and proceed with project development. The maximum exposure to the University in the worst case scenario of either the University terminating the project or the Board denying the approval of the ground lease in April 2010, is that the University could bear the full predevelopment cost.

A summary of the financial impact of the three possible project scenarios is presented below.

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Summary of Financial Impact			
	Scenario 1	Scenario 2	Scenario 3
	Phase 1A	Phase 1A and 1B Minimum Density	Phase 1A and 1B Maximum Density
Delivery Date	2011	2011/2012	2011/2012
# Beds	864	1,004	1,084
ACC return:			
Investment	\$43,534,574	\$51,038,980	\$55,816,195
Management Fee 5% of Total Revenue			
Yr 1	\$271,599	\$271,599	\$271,599
Yr 2	\$282,463	\$331,267	\$358,838
10 yr Avg	\$326,085	\$377,734	\$406,911
Project NOI			
Yr 1	7.22%	7.22%	7.22%
Yr 2	7.51%	7.51%	7.51%
10 yr Avg	8.67%	8.67%	8.67%
IRR	11.20%	11.13%	11.09%
Boise State return:			
Investment (approx.)	4.14 acres	4.30 acres	4.30 acres
Ground Lease			
Yr 1	\$300,932	\$311,000	\$318,000
Yr 2	\$312,969	\$323,317	\$375,345
10 yr Avg	\$361,302	\$373,260	\$429,020
NPV			
Ground Lease - 85 Years, 6%	\$10,738,885	\$11,094,041	\$12,843,136
Rec Field Investment by ACC	\$250,000	\$250,000	\$250,000
Land contributed by ACC	\$0	\$600,000	\$1,500,000

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ATTACHMENTS

Attachment 1 – Proposed Memorandum of Understanding	Page 7
Exhibit A – Location of Phase 1A	Page 23
Exhibit B – Outline Specifications	Page 24
Exhibit C – Conceptual Design and Drawings (Powerpoint provided at meeting)	
Exhibit D – Preliminary Schedule	Page 33
Exhibit E – Preliminary Budget	Page 34
Exhibit F – Predevelopment Risk Budget	Page 35
Exhibit G – Summary of Phase 1 Ground Lease Terms	Page 37
Exhibit H – Reserve (not attached)	
Exhibit I – Board approval (not attached)	
Exhibit J – Expansion Area	Page 55
Attachment 2 – Ten Year Debt Projections	Page 58

STAFF COMMENTS AND RECOMMENDATIONS

As Boise State University (BSU) continues to expand, it must continue to look for alternative methods of funding capital projects in order to keep its debt service to operating budget ratio and credit rating at a favorable level. The University wants to preserve debt capacity for academic and research facilities due to limited availability of state, federal and private capital funds.

This agreement allows the University to ground lease property to American Campus Communities (ACC) for 65 years with two ten year extensions in exchange for semi-annual lease payments. ACC will build student housing facilities on the leased property which would primarily be targeted to upper level and graduate students.

BSU has determined that this facility will provide the residential profile needed to attract students, increase graduation rates, and compete nationally with other campuses with similar housing facilities. BSU and ACC cite studies that have shown students who reside on-campus tend to achieve academic success and are more likely to donate more after they graduate. BSU believes Idaho's low non-resident fees compared to Washington and Oregon will attract out-of-state students, further increasing the need for housing.

BSU has indicated the rental rates for the housing units are competitive with market rates in the surrounding community.

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOARD ACTION

A motion to approve the request by Boise State University to enter into a Memorandum of Understanding for a multi-phase student housing project with American Campus Communities and to approve the Summary of Ground Lease Terms in substantially the same form as the attached lease, and to authorize the Financial Vice President to execute all necessary related documents. The final ground lease will be brought to the Board for final approval prior to execution.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is dated as of June 18, 2009 (“**MOU Effective Date**”), and entered into by and between the IDAHO STATE BOARD OF EDUCATION (“**Board**”), acting as the Board of Trustees on behalf of Boise State University (“**BSU**”) and ACC OP DEVELOPMENT LLC (“**ACC**”).

RECITALS:

A. BSU selected ACC pursuant to BSU’s “Request for Information and Qualifications to Work with Boise State University in the Planning and Development of Multiple Stages of Student Housing” in connection with the master planning for a multi-phase student housing project (“**Student Housing Project**”) at the BSU campus in Boise, Idaho (“**Campus**”) and the design, development and management of Phase 1 (hereinafter defined). The Student Housing Project will be developed and constructed in phases, Phase 1 (herein so called) and, subject to receipt of approval of the Board as herein provided, Phase 2 (herein so called). Phase 1 will include a student housing facility (“**Phase 1A**”) to be constructed upon the land generally described or depicted on Exhibit A attached hereto as Phase 1A and, subject to the terms and provisions of this MOU, a student housing facility (“**Phase 1B**”) to be constructed in part on certain land owned by BSU and in part on certain other land to be acquired by ACC and conveyed to BSU pursuant to this MOU, with the exact location of such land to be agreed upon by ACC and BSU in writing (the “**Additional Phase 1B Properties**”). Upon approval by the Board as herein provided, Phase 2 will include a student housing facility to be constructed upon certain land to be acquired as provided in this MOU. Phase 1A will contain approximately 864 beds. Phase 1B will contain a minimum of 140 beds, and up to 220 beds, subject to determination of the area of the parcel or parcels of land for Phase 1B. Phase 2 could contain approximately 900 beds for freshmen and sophomore students on the Campus, subject to acquisition of suitable land for Phase 2.

B. The obligations of ACC shall be divided into two phases: (i) a predevelopment master planning phase for the Student Housing Project, (ii) a development phase for the design, leasing, development and management of Phase 1 (which shall include, with respect to Phase 1B, acquisition of additional land, as applicable). This MOU sets out the terms and conditions for the predevelopment planning phase and outlines the general framework for the development phase.

C. It is intended that, although Phase 1A and Phase 1B will be developed on different sites, the entirety of Phase 1 will be developed together under the Phase 1 Ground Lease (hereinafter defined); however, in the event that certain conditions are not satisfied as herein provided, then Phase 1 shall be comprised of only Phase 1A, and not Phase 1B.

D. The parties acknowledge and agree that the terms, conditions and obligations under this MOU are legally binding upon the parties and that this MOU is enforceable against the parties according to its terms.

THEREFORE, intending to be legally bound, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

AGREEMENTS:

1. PREDEVELOPMENT PHASE

1.1 Master Plan. ACC has heretofore prepared, and delivered to BSU a comprehensive master plan (“**Master Plan**”) for student housing at the BSU campus.

1.2 Goals and Objectives. The parties acknowledge the following goals and objectives of BSU and ACC in connection with the development of Phase 1:

1.2.1 BSU will establish, as part of Phase 1, a reasonable amount of parking sufficient to support Phase 1, as set forth in Paragraph 19 of Exhibit G attached hereto;

1.2.2 The need for the data and communications systems for Phase 1 to be integrated with BSU’s systems;

1.2.3 Designation by both parties of a single point of contact for decision making and approvals related to obligations under this and future agreements contemplated herein, as will be set forth in the Phase 1 Ground Lease (hereinafter defined);

1.2.4 Avoidance of real property taxation for Phase 1. Because Phase 1 has been determined by the State Board of Education to serve an educational purpose for BSU and is being used to benefit BSU, BSU and ACC shall cooperate in good faith in seeking a binding determination or ruling from the County of Ada or other applicable governmental authority which confirms that Phase 1 will be exempt from real property taxation;

1.2.5 Intentionally omitted;

1.2.6 Construction of improvements substantially in accordance with the outline specifications set forth on Exhibit B attached hereto (the “**Outline Specifications**”);

1.2.7 With regard to the management of the completed Phase 1, ACC shall implement (a) BSU’s code of conduct which is applicable to all registered students of BSU and (b) community policies mutually acceptable to both parties;

1.2.8 A construction allowance in the amount of \$250,000.00 is to be included in the project budget/proforma for the development of intramural athletic fields and streetscape improvements along Lincoln between University and Belmont as shown in the Master Plan;

1.2.9 To collaborate with necessary governmental bodies so that Phase 1 will be subject to permitting requirements and associated fees which are generally no greater than those that would be applicable if Phase 1 were being constructed by BSU; and

1.2.10 That Phase 1A (or a major portion thereof) be substantially complete and ready for occupancy for the Fall, 2011 semester of BSU and that Phase 1B (or some portion thereof) be substantially complete and ready for occupancy for the Fall, 2012 semester of BSU, subject to land acquisition by ACC.

1.3 Outline Specifications/Phase 1 Ground Lease Rental. BSU acknowledges that the Outline Specifications represent the outline specifications which ACC believes will be achievable relative to Phase 1 under the Preliminary Budget (defined below). Any enhancement or upgrading of the Outline Specifications could result in changes to the development pro forma and may result in a decrease in the amount of rental which can be payable under the Phase 1 Ground Lease. The Outline Specifications may be modified only by written agreement of ACC and BSU.

1.4 Approval of Phase 1/Predevelopment Services.

1.4.1 Based on its review of the Master Plan, BSU has requested ACC to prepare, and ACC has prepared the following: (collectively, the “**Preliminary Materials**”): (a) conceptual designs and drawings (“**Conceptual Designs**”) relative to Phase 1A, a copy of which are attached hereto as Exhibit C, (b) a preliminary schedule (“**Preliminary Schedule**”) for the design, development and construction of Phase 1A, a copy of which is attached hereto as Exhibit D, (c) a preliminary budget (“**Preliminary Budget**”) for the design, development and construction of Phase 1A, a copy of which is attached hereto as Exhibit E, and (d) a schedule (as same may be modified with the mutual agreement of ACC and BSU, the “**Reimbursable Schedule**”) setting forth the amounts of Reimbursables (hereinafter defined) that have been incurred and that ACC expects will be incurred on a monthly basis from and after April 21, 2008 until such time as construction of Phase 1 commences, a copy of which is attached hereto as Exhibit F. BSU has reviewed and hereby accepts and approves the Preliminary Materials.

1.4.2 ACC and BSU agree to use their reasonable efforts, in good faith, to agree upon the form of a ground lease for Phase 1 (“**Phase 1 Ground Lease**”) incorporating (in addition to other terms) the terms and conditions set forth on Exhibit G attached hereto. ACC is hereby authorized to incur Reimbursables in accordance with the Reimbursable Schedule and provide such services as may be required to cause the design of Phase 1 and the preparation of Plans and Specifications, a Budget and a Schedule (as those terms are defined herein) pursuant to Section 4.1 hereof (collectively, “**Predevelopment Services**”). ACC shall be reimbursed by BSU for such Reimbursables only as permitted by Section 2.1 of this MOU. In the event that a Phase 1 Ground Lease is signed, ACC will be reimbursed for the Reimbursables out of project funding for Phase 1 and not by BSU.

1.4.3 Attached hereto as Exhibit I is the document whereby the Board has approved (a) this MOU, (b) Phase 1A, (c) the Preliminary Materials, (d) Phase 1B, subject only to (i) agreement on the location of the Additional Phase 1B Properties by ACC and BSU and (ii) the applicable aggregate purchase price for the Additional Phase 1B Properties resulting in a combination of Fixed Annual Rental and Variable Rental (as such terms are defined in Exhibit G attached hereto) under the Phase 1 Ground Lease of no less than \$323,317.00, as reflected in the second fiscal year as set forth in the revisions to the Preliminary Budget prepared by ACC as part of the Phase 1B Materials (hereinafter defined) and (e) the material terms of the Phase 1 Ground Lease, in the form of Exhibit G attached hereto (which are currently in draft form and may be modified by written agreement of ACC and BSU). BSU agrees to seek the approval of the Board with respect to the final form of the Phase 1 Ground Lease in form and substance as agreed to by ACC and BSU in writing (the “**Board Lease Approval**”). Following agreement by ACC and BSU as to the form of the Phase 1 Ground Lease, BSU agrees to proceed promptly, in good faith and with reasonable diligence to obtain Board Lease Approval on or before April 30, 2010.

1.4.4 Intentionally Omitted.

1.4.5 The Predevelopment Services will be undertaken to enable ACC and BSU to determine if Phase 1 is feasible. ACC shall pay the costs and expenses of the Predevelopment Services, subject to reimbursement pursuant to the terms and provisions of this MOU. BSU hereby agrees that ACC and its agents, contractors, representatives, inspectors and engineers shall be entitled to have access to the Phase 1 sites owned or controlled by BSU for purposes of providing the Predevelopment Services, subject to the applicable insurance and indemnity obligations of this MOU and the Phase 1 Ground Lease.

1.4.6 BSU shall reasonably cooperate with ACC and assist ACC in connection with the application for and pursuit of development approvals and/or permits for Phase 1 from applicable governmental authorities having jurisdiction over Phase 1, including without limitation the City of Boise. The actual application and pursuit shall be a duty of ACC.

1.4.7 BSU acknowledges that ACC has had preliminary discussions with the current owner of a potential development site for Phase 2 (the “**Phase 2 Property**”) relative to a proposed transaction whereby ACC would attempt to acquire the right to purchase the Phase 2 Property for the development of Phase 2. In the event that ACC presents to BSU a feasible proposal whereby ACC would acquire the Phase 2 Property and convey such Phase 2 Property to BSU, BSU agrees to reasonably consider such proposal in good faith, and the parties agree to use their reasonable efforts in good faith to agree upon an arrangement for the sharing of risks in connection with Phase 2 on terms and provisions substantially similar to those set forth in this MOU. The parties acknowledge that the Board will need to approve Phase 2 and the ground lease for Phase 2, which ground lease shall be on terms and provisions substantially similar to those set forth on Exhibit G attached hereto, modified as necessary to reflect differences in the nature of the Phase 2 project. Notwithstanding anything set forth or implied in this

MOU, in the event that the parties do not elect to proceed with the acquisition, construction and/or development of Phase 1B and/or Phase 2, the parties' obligations with respect to Phase 1A (and, if applicable, Phase 1B) shall not be limited or otherwise affected.

1.5 Conditions to Development of Phase 1. Neither BSU nor ACC shall have any obligation to proceed with the actual construction of Phase 1 unless and until the parties have negotiated, executed and delivered a Phase 1 Ground Lease.

1.6 Site Development. The Phase 1 Ground Lease shall provide that ACC shall pay for the following costs associated with Phase 1, to the extent applicable: (i) demolition; (ii) any required environmental and archeological remediation; (iii) any and all utility distribution systems, including any required site specific utility relocations; and (iv) acquisition of necessary easements and/or rights-of-way, except to the extent ACC and BSU agree otherwise.

1.7 Additional Conditions for Phase 1B.

1.7.1 ACC and BSU acknowledge that the development of Phase 1B will require Additional Phase 1B Properties. Provided that such acquisitions can be made at prices which will result in a combination of Fixed Annual Rental and Variable Rental under the Phase 1 Ground Lease of at least \$323,317.00, as reflected in the second fiscal year as set forth in the revisions to the Preliminary Budget prepared by ACC as part of the Phase 1B Materials (hereinafter defined) , then (a) ACC will use reasonable efforts to so acquire the Additional Phase 1B Properties, (b) if ACC is successful in obtaining the Additional Phase 1B Properties, then Phase 1B shall be a part of Phase 1 without further approval of the Board and (c) ACC will prepare and submit to BSU for its approval revisions or amendments to the Conceptual Designs, Preliminary Schedule, Preliminary Budget and Reimbursement Schedule relative to the design, development and construction of Phase 1B (collectively, the "**Phase 1B Materials**"), which approval shall not be unreasonably withheld, conditioned or delayed, and which approval shall be deemed to have been given unless BSU specifically denies such approval in writing within ten (10) business days after it is requested. In the event that ACC is unable to acquire the Additional Phase 1B Properties at prices which will result in a combination of Fixed Annual Rental and Variable Rental under the Phase 1 Ground Lease of at least \$323,317.00, as reflected in the second fiscal year , as set forth in the revisions to the Preliminary Budget prepared by ACC as part of the Phase 1B Materials (hereinafter defined) on or before June 1, 2010 (unless extended by mutual agreement of the parties), then Phase 1 shall include only Phase 1A and not Phase 1B.

1.7.2 In the event that ACC acquires the Additional Phase 1B Properties, ACC will convey (and BSU agrees to accept) such Additional Phase 1B Properties, in consideration for ACC's execution of the Phase 1 Ground Lease and, if required, nominal consideration, and the entire Phase 1B property will be leased to ACC pursuant to the Phase 1 Ground Lease.

1.7.3 As a condition to ACC's acquisition of the Additional Phase 1B Properties, BSU will agree that it will not, until that date which is seven (7) years after such acquisition, attempt to acquire such Additional Phase 1B Properties (by condemnation, eminent domain or otherwise) for consideration less than the total expenses and costs of ACC in acquiring such Additional Phase 1B Properties.

2. RENT, FEES AND COSTS

2.1 Reimbursement. ACC shall be entitled to reimbursement by BSU for its actual, reasonable out-of-pocket costs and expenditures paid or incurred by ACC or its affiliates in (a) providing services hereunder, including costs and expenditures associated with preparation of the Master Plan and Preliminary Materials and performance of the Predevelopment Services and (b) evaluating, inspecting and contracting to acquire the Additional Phase 1B Properties, including without limitation third-party inspection reports, forfeited earnest money and legal fees, as set forth in the Reimbursable Schedule (collectively, "**Reimbursables**"), only as follows:

2.1.1 In the event that BSU reasonably disapproves of any Approval Items as permitted pursuant to Section 4.1 hereof, and the parties are unable, despite their good faith efforts, to reach agreement regarding same, then Phase 1 may be discontinued by written notice thereof by ACC or BSU to the other party, whereupon BSU shall reimburse to ACC an amount equal to fifty percent (50%) of all unreimbursed Reimbursables theretofore paid or incurred by ACC hereunder (but such total amount of Reimbursables to be multiplied by fifty percent [50%] shall not exceed the amounts set forth in the Reimbursable Schedule for the applicable period of time for Phase 1), which reimbursement shall be the limit of ACC's monetary damages in such circumstance; provided, however, that if the Approval Item that is the subject of a disapproval by BSU is a design drawing that is disapproved because the submitted design drawing is not a logical extension of a previously submitted design drawing that was approved by BSU, then ACC would not be reimbursed as a result of such disapproval;

2.1.2 In the event that either (a) this MOU is terminated by ACC pursuant to Section 7.2 hereof, or (b) the Board Lease Approval is not obtained on or before April 30, 2010, then BSU shall reimburse ACC for all of the unreimbursed Reimbursables theretofore paid or incurred by ACC hereunder (but not to exceed the amounts set forth in the Reimbursable Schedule for the applicable period of time);

2.1.3 In the event that (a) BSU breaches the terms and provisions of Section 5.1 hereof, or (b) Phase 1 is discontinued by BSU for reasons other than a default by ACC pursuant to this MOU, then BSU shall reimburse ACC for all of the unreimbursed Reimbursables theretofore paid or incurred by ACC hereunder (but not to exceed the amounts set forth in the Reimbursable Schedule for the applicable period of time); and

2.1.4 In the event that ACC is unable to acquire the Additional Phase 1B Properties at prices which will result in a combination of Fixed Annual Rental and Variable Rental under the Phase 1 Ground Lease of at least \$323,317.00, as reflected in

the second fiscal year, as set forth in the revisions to the Preliminary Budget prepared by ACC as part of the Phase 1B Materials (hereinafter defined) on or before June 1, 2010 (unless extended by mutual agreement of the parties), then Phase 1 shall thereafter include only Phase 1A, and not Phase 1B, as set forth in Section 1.7.1 hereof, and BSU shall reimburse to ACC an amount equal to \$50,000.00.

2.2 Timing of Payments. Any payment due by BSU to ACC pursuant to the terms of Section 2.1 shall be due and payable by BSU to ACC within thirty (30) days after BSU's receipt of ACC's invoice therefor.

2.3 Discretionary Upgrades. ACC and BSU will in good faith attempt to agree upon a prioritized list of discretionary construction upgrades which may be added to Phase 1 if funds therefor are available and ACC's internal yield on Phase 1 is projected to exceed 7.25%. Any such agreed-upon upgrades shall be added to the Plans and Specifications and Budget prior to commencement of construction of Phase 1.

2.4 Survival. The terms and provisions of Sections 2.1 and 2.2 shall survive any termination of this MOU.

2.5 Lease Payments. BSU shall be paid fair market value ground rent for Phase 1, which ground rent shall be comprised of (a) a stipulated payment (in cash and/or property) at the beginning of the lease term, (b) a fixed periodic payment, (c) a variable periodic payment based on the financial performance of Phase 1, or (d) a combination thereof, as agreed to by the parties and set forth in the Phase 1 Ground Lease.

2.6 Project Funding. ACC shall initially pay for the costs to develop, construct and equip the Project with its own funds and shall have no right or ability to mortgage, or otherwise lien, pledge or secure its leasehold interest in the Project to secure funds for such purposes, except as set forth in Exhibit G attached hereto.

3. REPRESENTATIONS AND WARRANTIES

3.1 ACC hereby represents and warrants to BSU as follows:

(a) ACC has all requisite power and authority to enter into this MOU and consummate the transaction herein contemplated, and by proper action has duly authorized the execution and delivery of this MOU and the consummation of the transaction herein contemplated and no permission, approval or consent by third parties or governmental authorities is required in order for ACC to enter into and consummate this MOU;

(b) This MOU is a valid obligation of ACC and is binding upon and enforceable against ACC in accordance with its terms; and

(c) The consummation by ACC of the transaction contemplated hereby does not, and will not, constitute a violation of any order, rule or regulation of any court or of

any federal or state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over ACC.

3.2 BSU hereby represents and warrants to ACC as follows:

(a) BSU has all requisite power and authority to enter into this MOU and consummate the transaction herein contemplated, and by proper action has duly authorized the execution and delivery of this MOU and the consummation of the transaction herein contemplated and no permission, approval or consent by third parties or governmental authorities is required in order for BSU to enter into and consummate this MOU;

(b) This MOU is a valid obligation of BSU and is binding upon and enforceable against BSU in accordance with its terms;

(c) The consummation by BSU of the transaction contemplated hereby does not, and will not, constitute a violation of any order, rule or regulation of any court or of any federal or state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over BSU; and

(d) BSU is not a party to, nor bound by, any indenture, mortgage, deed of trust, loan agreement, restriction, restrictive covenant, or any order or decree of any court or governmental agency, which might to a material degree adversely affect Phase 1 or any portion of the property on which Phase 1 will be located.

4. DELIVERABLES AND APPROVAL PROCESS.

4.1 Deliverables.

4.1.1 ACC shall prepare or cause to be prepared, as a cost of Phase 1, the following: (i) plans, specifications and drawings which, upon completion thereof, will be sufficient for construction (“**Plans and Specifications**”), (ii) refinements of the Preliminary Budget (“**Budget**”) including reasonably detailed construction cost estimate, (iii) refinements of the Preliminary Schedule (“**Schedule**”) and (iv) refinements to the Preliminary Residence Life Program (the “**Residence Life Program**”). The Budget, Schedule, Residence Life Program, and all schematic drawings and construction drawings to the extent relative to exterior building elevations, site plans, landscaping plans (subject to the approved allowance therefor), exterior lighting plans and emergency call-box locations relative to Phase 1 (collectively, the “**Approval Items**”), and material revisions thereto, shall be delivered to the BSU from time to time for approval, which approval shall not be unreasonably withheld, conditioned or delayed, and which approval shall not be withheld so long as the Approval Items conform substantially to the Outline Specifications (in the case of schematic drawings and construction drawings) and are a logical extension of prior submittals that have been approved by BSU.

4.1.2 The parties agree that the Master Plan, the conceptual designs and drawings submitted pursuant to Section 1.4.1 and the Plans and Specifications are the

proprietary intellectual property of ACC. Upon ACC's receipt of all Reimbursables as required under Sections 2.1.2 or 2.1.3 hereinabove, ACC will assign to BSU all of ACC's right, title and interest in and to the Master Plan and Plans and Specifications; provided, however, that such assignment shall expressly be subject to ACC's right to payment of the Fee (hereinafter defined) pursuant to this Section 4.1.2 in the event that any portion of Phase 1 is thereafter constructed by BSU. In the event that BSU, without ACC's involvement under this MOU, commences construction of any portion of Phase 1 utilizing the plans and specifications, then BSU shall owe and pay to ACC (a) any portion of the Reimbursables not theretofore paid by BSU to ACC hereunder (but not to exceed the amounts set forth in the Reimbursable Schedule for the applicable period of time) and (b) a fee ("**Fee**") in the amount of three percent (3%) of the total costs of constructing such portion of Phase 1 (as shown on BSU's final cost proforma existing at the time of commencement of such construction), which payment shall be due and payable by BSU to ACC within thirty (30) days after the commencement of such construction, which Fee the parties agree is not a penalty, but rather reasonable compensation to ACC for the efforts to be expended and resources to be devoted by ACC hereunder. The terms and provisions of this Section 4.1.2 shall survive any termination of this MOU.

4.2 Approval Process. In the event that BSU does not specifically disapprove or request additional information or documentation concerning any Approval Items within ten (10) business days after approval is requested in writing by ACC (provided that with respect to schematic drawings such period shall be 15 business days and with respect to construction drawings such period shall be 20 business days), BSU shall be deemed to have approved the requested item. In the event that BSU timely requests additional information or documentation concerning any Approval Items, and BSU does not specifically disapprove such Approval Item within five (5) business days after BSU's receipt of such additional information or documentation (or the expiration of the original period for review under this Section 4.2, whichever is later to occur), then BSU shall be deemed to have approved the requested item.

5. EXCLUSIVITY.

5.1 Additional Housing. BSU acknowledges and agrees that ACC has expended and will continue to expend significant resources to assist BSU in the pursuit of BSU's goals and objectives relative to student housing, all without assurance of reimbursement or payment except as expressly set forth herein. In consideration of such expenditures, BSU agrees that, so long as ACC is not in default under this MOU beyond the expiration of any applicable notice, grace and/or cure period, BSU will deal exclusively with ACC relative to the ground leasing or third-party development of Phase 1 or Phase 2 until that date which is five (5) years following the date of this MOU ("**Exclusivity Period**"), and BSU will not deal with another developer or third party regarding the provision of such services during such period. Notwithstanding the foregoing, in the event that BSU pays to ACC any and all Reimbursables and fees due and owing pursuant to Section 2.1.2 and/or 2.1.3 hereinabove, then the Exclusivity Period shall be deemed to expire on the date on which all of such Reimbursables and fees

are received by ACC. The terms and provisions of this Section 5.1 shall survive any termination of this MOU or discontinuance of Phase 1 hereunder for the duration of the Exclusivity Period. The foregoing shall not be deemed to prevent BSU from developing on the Campus student housing facilities containing up to 150 bed accommodations, in the aggregate, using its own funds or borrowings secured by its own credit, so long as BSU does not engage another third-party developer (unless such developer is strictly providing development services for a fee and has no equity interest in the project) in connection with such development.

5.2 Intentionally omitted.

5.3 Competing Projects.

5.3.1 The Phase 1 Ground Lease shall provide that BSU shall not undertake to directly or indirectly own an interest in, lease, develop, subsidize, manage or operate any Competing Project (herein defined) without ACC's prior written approval unless BSU shall first deliver to ACC a housing study from an independent third party consultant which has at least five (5) years of experience in providing such housing studies and which is reasonably acceptable to ACC and BSU (the "**Consultant**") which demonstrates that such Competing Project will not materially and adversely affect the demand for Phase 1. As used herein, the term "**Competing Project**" shall mean any new student housing project which is likely to compete for residents with Phase 1 with consideration given to the following factors: (i) targeted student residents (i.e. upper classmen or graduates); (ii) package of amenities (e.g., swimming pool, food service, parking, access to public transportation and fitness facilities); and (iii) residence life programs. Notwithstanding the foregoing, any replacement of currently existing student housing on the Campus (so long as the total number of beds is not increased and the student housing which is replaced is not used after the replacement student housing is completed) shall not be deemed to be Competing Projects.

5.3.2 The Phase 1 Ground Lease shall provide that ACC shall not undertake to directly or indirectly own an interest in, develop, manage or operate (a) any residence hall housing marketed with a food service plan which is likely to compete for residents with existing freshmen housing or graduate/married student housing currently owned and operated by BSU on the Campus with consideration given to the following factors: (i) targeted student residents (e.g., freshmen or graduate/married students); (ii) package of amenities (e.g., food service, parking, access to public transportation and fitness facilities); and (iii) residence life programs, without BSU's prior written approval, or (b) any apartment style student housing project which is less than one (1) mile from the Campus and which is likely to compete for residents with the existing University Square project on the Campus unless ACC shall first deliver to BSU a housing study from a Consultant which demonstrates that such apartment style student housing project will not materially and adversely affect the demand for such University Square project, without BSU's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, (i) the foregoing restrictions shall not apply to Phase 1 or Phase 2 and (ii) ACC shall not be prevented

from owning an interest in or acquiring any land for future development. Notwithstanding the foregoing, ACC agrees that, while this MOU is in effect ACC will not seek to acquire land for future development (other than the Additional Phase 1B Property and the Phase 2 Property) which is within the area described on Exhibit J attached hereto.

6. INDEMNIFICATION AND INSURANCE.

6.1 ACC shall indemnify, defend and hold harmless BSU and its officers, employees, agents and representatives from and against any and all claims, demands, suits, actions, proceedings, judgments, liabilities, damages, losses, liens, costs and expenses of every kind and nature (including, without limitation, reasonable attorneys' fees and court costs) to the extent arising from or as a result of the acts or omissions of ACC or any of the ACC Parties (defined below in Section 6.2). Subject to the limits of the Idaho Tort Claims Act, BSU shall indemnify, defend and hold harmless ACC and its officers, employees, agents and representatives from and against any and all claims, demands, suits, actions, proceedings, judgments, liabilities, damages, losses, liens, costs and expenses of every kind and nature (including, without limitation, reasonable attorneys' fees and court costs) to the extent arising from or as a result of the acts or omissions of BSU. The terms of this Section 6.1 shall survive the termination of this MOU.

6.2 Insurance.

6.2.1 During the term of this MOU, ACC shall maintain insurance coverages (i) for general liability in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, (ii) for automobile liability in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence with respect to owned, hired or non-owned vehicles, (iii) for property damage of One Hundred Thousand Dollars (\$100,000.00) per occurrence, and (iv) workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of ACC, its employees or both engaged in activities relating to this MOU and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000.00) for each accident, One Hundred Thousand Dollars (\$100,000.00) disease for each employee and Five Hundred Thousand Dollars (\$500,000.00) disease policy limit. The liability insurance coverage of ACC shall be primary and not contributing with respect to any insurance maintained by BSU. BSU will be named as an additional insured on ACC's insurance coverage to the extent of the acts or omissions of ACC or the ACC Parties (defined below). ACC's insurance coverage shall be on the basis that the coverage will not be invalidated due to any act or omission of BSU or its regents, officers, employees or agents. ACC will deliver to BSU a certificate of insurance showing such insurance coverages within ten (10) days after execution of this MOU and before any ACC Parties enter upon Phase 1. ACC's coverages will include acts and omissions of ACC Parties occurring on BSU property. "ACC Parties" means the following: ACC's directors, officers, employees or agents entering upon Phase 1 or otherwise acting in connection with this MOU.

6.2.2 The insurance policy must contain a provision requiring the insurer to notify BSU in writing of any cancellation, alteration or non-renewal at least thirty (30) days prior thereto, except in the case of a cancellation or non-renewal for failure to pay a premium payment, in which case the insurer must notify BSU no less than ten (10) days prior to cancellation or non-renewal.

6.3 Intentionally omitted.

6.4 Upon request by BSU, ACC will provide BSU with certificates of any and all required insurance policies and endorsements.

6.4.1 Any third party performing Predevelopment Services for or on behalf of ACC hereunder who has access to Phase 1 shall also satisfy the provisions of Section 6.2 prior to entering upon Phase 1.

6.4.2 None of the provisions of this MOU shall affect or impair any right of subrogation of any insurer.

7. MEDIATION, DEFAULT AND TERMINATION

7.1 In the event of a dispute between the parties hereto which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation in Idaho before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by BSU and ACC. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, BSU and ACC shall request a court of competent jurisdiction in Ada County, Idaho to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to student housing development. The cost of any such mediation shall be divided equally between BSU and ACC. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the moratorium. Notwithstanding the foregoing, either party shall be entitled to seek injunction or other equitable remedy without first resorting to the procedures set forth in this Section 7.1.

7.2 Either BSU or ACC may terminate this MOU upon five (5) business days' prior written notice to the other party, given after the expiration of any applicable cure period, if (a) the other party fails to comply with any of its material obligations under this MOU, and such failure continues for thirty (30) days after the defaulting party's receipt of written notice thereof from the non-defaulting party (provided, however, that if such failure is not reasonably capable of being cured within such thirty [30] day period, the defaulting party shall have additional time to cure such failure so long as the defaulting party promptly commences curative actions and thereafter diligently pursues such curative actions) or (b) the other party files, in any court, pursuant to any statute, either in the United States or of any other state, a petition in bankruptcy or insolvency, or for

reorganization or for appointment of a receiver or trustee of all or a substantial portion of the property owned by such party or if such party makes a general assignment for the benefit of creditors, or any execution or attachment shall be issued against such party or all or a substantial portion of such party's property, except as may herein be otherwise expressly permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within ninety (90) days after the determination, issuance or filing of the same.

7.3 Notwithstanding anything set forth herein to the contrary, in no event shall either ACC or BSU be liable hereunder for (and each party hereby waives the right to claim or sue for) any indirect, speculative, consequential or punitive damages.

7.4 Notwithstanding any other provision of this MOU, this MOU shall terminate upon the date that is five (5) years after the MOU Effective Date.

8. GENERAL PROVISIONS

8.1 Notices. Except as otherwise expressly provided herein, notices may be delivered either by telecopy, private messenger service (including overnight courier) or by mail addressed as provided below. Any notice or document required or permitted hereunder shall be in writing and shall be deemed to be given on the date received; provided, however, that (i) all notices and documents mailed in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the respective address show below, shall be deemed to have been received three (3) business days after mailing. Each address shall for all purposes be as set forth below unless otherwise changed by notice to the other parties as provided herein:

TO BSU: Boise State University
 1910 University Drive
 Boise, Idaho 83752-1200
 Attention: Stacy Pearson, Vice President Finance and
 Administration
 Telephone: 208-426-1200
 Facsimile: 208-426-3826

WITH COPIES TO: Boise State University
 1910 University Drive
 Boise, Idaho 83752-1200
 Attention: Kevin Satterlee, Vice President/General
 Counsel
 Telephone: 208-426-1203
 Facsimile: 208-426-1345

TO ACC: ACC OP Development LLC

c/o American Campus Communities
805 Las Cimas Parkway
Suite 400
Austin, Texas 78746
Attention: Mark Rogers
Telephone: 512-732-1000
Facsimile: 512-732-2450

WITH COPIES TO: Glast, Phillips & Murray, P.C.
2200 One Galleria Tower
13355 Noel Road
Dallas, Texas 75240
Attention: R. Craig Warner
Telephone: 972-419-8314
Facsimile: 972-419-8329

8.2 Attorneys' Fees. If any action at law or in equity shall be brought to recover any payment under this MOU, or for or on account of any breach of, or to enforce and interpret any of the covenants, terms or conditions of this MOU, the prevailing party shall be entitled to recover from the other party a reasonable attorneys' fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

8.3 Construction. The language in all parts of this MOU shall in all cases be construed as a whole and simply according to its fair meaning and not strictly for nor against any of the parties, and the construction of this MOU and any of its various provisions shall be unaffected by any claims, whether or not justified, that it has been prepared, wholly or in substantial part, by or on behalf of any of the parties. The parties do not intend to become, and nothing contained in this MOU shall be interpreted to deem that BSU and ACC are, partners or joint venturers in any way or that ACC is an agent or representative of BSU for any purpose or in any manner whatsoever. A male or female person may be referred to in this MOU by a neuter or masculine pronoun. The singular includes the plural, and the plural includes the singular. A provision of the MOU which prohibits a party from performing an action shall be construed so as to prohibit the party from performing the action or from permitting others to perform the action. Except to the extent, if any, to which this MOU specifies otherwise, each party shall be deemed to be required to perform its obligations under this MOU at its own expense, and each part shall be permitted to exercise its rights and privileges only at its own expense. **"Including"** means "including but not limited to." **"Include"** means "include but not limited to." **"Any"** means "any and all." Except to the extent context requires otherwise, **"may"** means "may but shall not be obligated to." **"At any time"** means "at any time and from time to time." An expense incurred on behalf of a party shall be deemed to have been incurred by the party. An obligation performed on a party's behalf and pursuant to its request or consent shall be deemed to have been performed by the party. If a party is required not to unreasonably withhold consent or approval, the party shall also be required not to unreasonably delay consent or approval.

8.4 Intentionally omitted.

8.5 Nonliability of BSU and ACC Officials and Employees. No regent, officer, official, employee, agent or representative of BSU shall be personally liable to ACC or any successor in interest, in the event of any default or breach by BSU for any amount which may become due to ACC or any successor in interest, or on any obligation incurred under the terms of this MOU. No officer, official, employee, agent, member or representative of ACC shall be personally liable to BSU or any successor in interest, in the event of any default or breach by ACC for any amount which may become due to BSU or any successor in interest, or on any obligation incurred under the terms of this MOU

8.6 Prior Agreements and Discussions. Any agreements between BSU on the one hand and ACC on the other hand before the date of this MOU and relating to the Phase 1 Ground Lease, or Phase 1 are superseded by this MOU. All prior negotiations are merged into this MOU. The submission of any unexecuted copy of this MOU shall not constitute an offer to be legally bound by the provisions of the document submitted; and no party shall be bound by this MOU until it is executed and delivered by both parties.

8.7 Exhibits. This MOU is executed in two (2) duplicate originals, each of which is deemed to be an original. This MOU includes the following exhibits:

Exhibit A	Location of Phase 1A
Exhibit B	Outline Specifications
Exhibit C	Conceptual Designs and Drawings
Exhibit D	Preliminary Schedule
Exhibit E	Preliminary Budget
Exhibit F	Reimbursement Schedule
Exhibit G	Terms and Conditions of Phase 1 Ground Lease
Exhibit H	Reserved
Exhibit I	Board Approval
Exhibit J	Expansion Area

8.8 Governing Law. This MOU shall be taken and deemed to have been fully made and executed by the parties hereto in the State of Idaho for all purposes and intents and shall be governed by and subject to the laws of the State of Idaho without giving effect to conflict of law principles.

8.9 Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this MOU are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. Any reference to a Section or Article means a Section or Article of this MOU, unless otherwise defined.

8.10 No Third Party Rights. Nothing in this MOU shall be construed to permit anyone other than BSU and ACC and their respective successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of

action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.

8.11 Non-Discrimination. BSU and ACC agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunities, immigration, non-discrimination and affirmative action. To that end, ACC shall not discriminate in the conduct and operation of its business at the Project against any person or group of persons because of race, religion, color, sex, age, national origin, ancestry, handicap or Vietnam veteran or disabled veteran status of such person or group of persons.

8.12 Intentionally omitted.

8.13 Force Majeure. For the purposes of any of the provisions of this MOU, neither BSU nor ACC shall be considered in breach of or in default of its obligations hereunder in the event of any delay in the performance of such obligations due to causes beyond the control of, and without the fault or negligence of, such party, including without limitation acts of God, acts of the public enemy, acts of war or terrorism, acts of the federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe or inclement weather, or shortages in labor, supplies or materials or other delays due to such causes; it being the purpose and intent of this Section 8.13 that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the party suffering such delay hereunder shall be extended for the period of the delay.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this MOU on their behalf as of the date first above stated.

IDAHO STATE BOARD OF
EDUCATION, acting as the Board of
Trustees on behalf of Boise State University

ACC OP DEVELOPMENT LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

LOCATION OF PHASE 1A

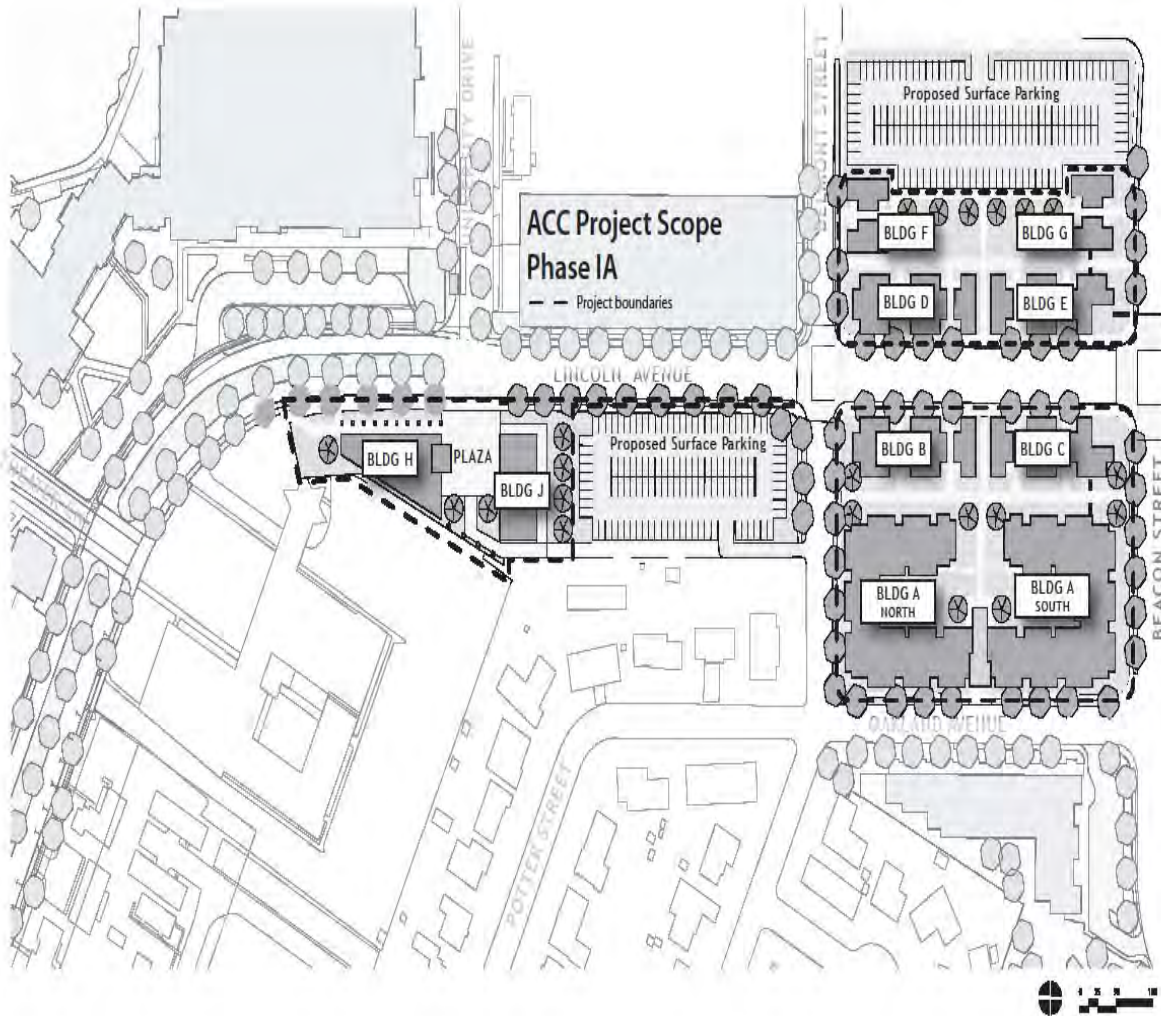


EXHIBIT B

OUTLINE SPECIFICATIONS

Division 1 - General

1. Exterior Mockup Wall Section - Provide a minimum 80 s.f. mockup that includes materials and products proposed for the building. The mock-up shall represent integrated sampling of exterior materials and construction techniques, level of finish/workmanship, and aesthetic effect. Mockup assembly shall be available for owners review and approval prior to commencing work and remain until Boise State University approval to remove.

Division 02 – Site Work

1. Site work – Industry standard clearing, grubbing and grading operations. Remove all non-structural material from site per geotech direction.
2. Site retaining walls – Architectural concrete wall 8” wide X 24” high with standard gray concrete, chamfer at all top edges and single horizontal reveal line or split-face CMU block, standard color.
3. Site utilities – water, fire hydrants, storm sewer and sanitary sewer shall be designed and installed to be consistent with standards of agency having jurisdiction. All verification of utility availability and requirements to be by ACC. Any and all extension or relocations of utilities either on site or off site included as needed. On-site storm water retention provided as needed.
4. Dry Utilities
 - a. Primary voltage distribution, pad mounted transformers, metering equipment, etc. will be installed, owned and operated by Idaho Power Co. and installed in coordination with Idaho Power Co. standards and requirements. Primary electrical distribution shall be underground.
 - b. Telecommunications infrastructure shall be distributed underground and connected to BSU campus telecommunications infrastructure as appropriate and agreed. Connections to include both fiber optic cabling for network/data communications, and analog phone lines for telephone services or agreed alternate approach.
5. Public streets, curbs, gutters and sidewalks shall be per Ada County Highway District standards.
 - a. New curb, gutter and sidewalks as required at street frontages.
 - b. New street paving as required per new sewer and water alignment.
6. Site pavement - Parking and drives shall be asphalt paving over base per geo-tech recommendations. Gutter shall be concrete with a six-inch exposed curb and striping shall be single line.
7. Sidewalk width shall be adequate for projected use and based on geo-tech recommendations and as to be agreed.
8. Hardscape – Sidewalks, bike racks, trash receptacles, cigarette snuffers, tree grates, emergency phones, bollards, consistent with university campus design. See Division 12 “Site Furnishings”.

9. Landscape and irrigation - shall be drought-tolerant and irrigation shall be fully automatic sprinkler and drip systems where appropriate, with zoned controls.
 - a. Provide adequate topsoil
 - b. Maxicom sprinkler system per BSU requirement or equal.
 - c. All trees shall be minimum 2" caliper, B&B or accepted lesser as alternate.
 - d. All trees and landscape within ACHD ROW to meet applicable standards or acceptable alternate
 - e. All lawn to be sod
 - f. Concrete mow strip at all planter beds
10. Site lighting shall be standard residential grade 14-foot pole lights, metal halide in round hat box or 28 foot square hat box at street frontage as needed to match existing similar conditions.
11. Demolition and asbestos – Abatement and demolition with removal to local landfill as necessary and in keeping with all applicable regulations.
12. Provide one monument sign as approved by BSU.

Division 03 – Concrete

1. Building foundations shall be continuous and spread footings with adequate frost depth, foundation wall and four-inch slab on grade. Concrete strength to be 3,000 PSI or as recommended by Geotech Report.
2. Lightweight concrete shall be provided at upper trash rooms, exterior corridors, balconies and stair landings per manufacturer recommendations
3. Gypcrete and accousti-mat (if required to meet code) shall be provided at upper interior units per manufacturer recommendations

Division 04 – Masonry

1. Exterior skin
 - a. Shall be a combination of 75% modular brick and 25% stucco.
2. Masonry – Brick shall be modular size and match brick blend on Lincoln Street garage. Basis of blend design shall be Robinson brick, Cooperstown, texture 2 (85%) and Ballpark, texture 1, smooth satin finish (15%) or approved equal such as Interstate.
3. Mortar shall be natural gray color.
4. Joints shall be ¼" raked.
5. Stucco shall be three-coat system with elastomeric integral finish color
6. Brick ledge shall be galvanized steel
7. Casing bead shall be installed per manufacture recommendations (windows, doors, etc)
8. Lintels shall be galvanized
9. Control joints shall be per manufacturer recommendation and industry standards and to meet all code requirements.
10. Weep holes shall be per industry standards and include plastic screens
11. Provide brick rowlock and soldier courses at required locations (window, doors, vertical and horizontal transitions)

Division 05 – Metals

1. Miscellaneous metals shall be shop primed and contain rust inhibitor.
2. Field touch-up priming required after installation at any exposed surface
3. Stair systems
 - a. Exterior shall be steel stringers with precast concrete treads, closed steel riser plates and pan-filled landings.
 - b. Common interior shall be steel stringers with precast concrete treads, closed steel riser plates and pan-filled landings.
 - c. Private interior shall be wood frame with carpet coverings.
4. Final painting of architectural steel to be field applied
5. Sunshades shall be provided as agreed in design phase
6. Elevator hoist beams and ladders for each shaft as needed
7. One roof access ladder per building as needed
8. Single loop bike racks or agreed equal
9. Two sets of trash gates or agreed equal
10. Final painting of architectural steel to be field applied equal or pre-finished as agreed
11. Structural hardware – all fasteners, joist hangers, hold-downs as required per code
12. Pipe bollards at fire access roads as appropriate and agreed
13. See Division 12, “Site Furnishings” for further requirements

Division 06 – Wood, Plastics, and Composites

1. Rough carpentry
 - a) Exterior siding panels, if used, shall be pre-finished cementitious (Hardi) with smooth texture.
 - b) Exterior soffit – pre-finished cementitious soffit (Hardi) smooth panel materials at patios and exterior unit entries
 - c) Exterior trim – pre-finished cementitious trim materials were exposed to elements
 - d) Covered corridor ceilings – Exterior Type X gypsum sheathing
 - e) Sheathing – Oriented strand board (OSB) sheathing on all exterior walls
 - f) Building and window wrap - Tyvek or equivalent with taped joints
2. Framing includes all rated assemblies' interior and exterior walls, floors, balconies interior and exterior corridors, roofs, and roof parapets for a complete building
3. Provide wood blocking per truss manufacturer requirements, all upper cabinet installation locations, tubs and shower identified as ADA accessible or adaptable towel bar, ring, hook,, door bumper, door closer, and toilet paper dispenser locations
4. Finish carpentry
 - a) Interior door jambs may be finger jointed
 - b) Baseboards – See Division 9 finish section (four-inch vinyl)
 - c) Window sills shall be four-inch laminate sills.

Division 07 – Thermal and Moisture Protection

1. Insulation

- a) Exterior and corridor wall – R19 Batt insulation with vapor barrier in 2x6 framed walls
- b) Interior Separation wall – Unfaced R13 acoustical Batt insulation in 2x4 framed walls (assumption is that this refers to unit party walls).
- c) Roof – Four-inch R28 rigid insulation per minimum energy code requirements.
- d) Floor Ceilings – Unfaced R13 Batt insulation at unit separation ceilings
- 2. Roofing flat roofs – TPO membrane (.60 mil), 20-year manufacturer's warranty
- 3. Asphalt shingles shall be 30 year architectural or agreed alternate
- 4. Flashing shall be prefinished metal, with Kynar (or equivalent) coating to match adjacent area,
- 5. Drip edge shall be prefinished metal with Kynar (or equivalent) coating. Color as selected by Architect.
- 6. Gutter and downspouts shall be five-inch pre-finished aluminum
- 7. Caulking and sealants shall be compatible with surfaces attached to per manufacturer instructions. Use backer rod where joint size exceeds manufacturer recommendations
- 8. Fire caulking shall be installed per local code
- 9. Waterproofing shall be per industry standard at all below grade walls leading into interior space, including conditioned space, shafts, mechanical rooms, etc

Division 08 – Openings

- 1. Doors
 - a) Unit entry – Hollow core, 26-gage metal door (20-minute rated)
 - b) Bedroom – Solid core six-panel primed Masonite with wood finger-jointed jambs
 - c) Bathrooms – hollow core 6 panel primed Masonite with wood finger-jointed jambs
 - d) Unit mechanical closets - hollow core 6 panel primed Masonite with wood finger-jointed jambs
 - e) Bedroom closet – Six-foot mirror bypass door
- 2. Hardware
 - a. Unit entry and bedroom doors – Falcon or Best seven-pin minimum lock sets with interchangeable cores
 - b. Unit entry - single cylinder deadbolt and single cylinder keyed lever
 - c. Bedroom Entry - Single cylinder deadbolt and passage lever
- 3. Windows
 - a) Vinyl frame
 - b) Double pane
 - c) Single hung with locks
 - d) Low-E with clear insulated glass
 - e) Window screens at bottom sash
 - f) Membrane flashing around all windows
 - g) Storefront systems shall be Kawneer or approved equal
 - h) Bedroom windows to meet minimum egress code requirements
 - i) Window sill heights shall be maintained to minimize fall hazard
- 4. Glass and glazing
 - a) Storefront shall be dark bronze anodized finish aluminum system

Division 09 – Finishes**1. Drywall**

- a) Level 3 finish per USGA material installation requirements.
- b) Unit interior walls and ceilings shall be 5/8-inch Type X
- c) Unit separation walls shall be one layer of 5/8-inch soundboard over one layer of 5/8-inch Type X on both sides of the stud (with insulation in the cavity)
- d) Unit corridor walls shall be one layer of 5/8-inch Type X board
- e) Unit bathroom and wet area walls shall be 5/8-inch Moisture Resistant Gypboard.
- f) Corridor walls shall be two layers of 5/8-inch Type X board
- g) Corridors ceilings shall be one layer of 5/8-inch Type X board over 7/8-inch RC channel at all levels per code except where a double layer of 5/8-inch Type X is required by code
- h) Trash room walls shall be fire-rated panel boards per code
- i) Covered corridor ceilings (above 4th floor exterior stairs) – Exterior Type X gypsum sheathing
- j) Drywall finish shall be orange peel at walls and ceilings per USGA installation requirements

2. Flooring

- a) Unit bathroom and kitchens – Earthworks four-inch vinyl plank flooring with low VOC adhesive.
- b) Unit Carpet – 28-ounce broadloom glue-down carpet with low VOC adhesive
- c) Common Area – 28-ounce broadloom glue-down carpet with low VOC adhesive
- d) Provide four-inch vinyl cove base throughout with low VOC adhesive (not at corridor walls)

3. Painting

- a) Unit walls and ceilings – One coat of primer and one coat water-base eggshell finish
- b) Unit trim and doors – One coat semi-gloss, water-based paint. Minimum 1.5 mil dry film thickness, or additional coats as necessary to provide uniform appearance.
- c) Metal doors – factory primed with two coats of oil-based alkyd enamel paint
- d) All metal flashing to be pre-finished to match adjacent material.
- e) Mildew and moisture resistant paint at all window sills and jambs
- f) Low VOC paints at all locations

4. Interior wall carpet

- a) 28-ounce fire-resistant, glue-down carpet shall be installed 42-inches AFF and include a pre-manufactured chair-rail at all interior corridor (no base)

Division 10 – Specialties

- 1. Semi-recessed fire extinguishers and cabinets shall be provide per local code
- 2. Signage shall be per local code
- 3. Closet shelving shall be ventilated wire shelving
- 4. Mail boxes - One 4C per bed and one postal parcel for every 10 unit boxes
- 5. Toilet and bath Accessories
 - a) One 24-inch towel bar for every bed
 - b) One toilet dispenser per toilet

- c) One shower rod per tub
- d) One medicine cabinet per bed
- 6. Cabinets and Vanities – Shop mill work fabricated boxes with reinforced corners.
 - a) Cabinet shall be melamine finish over particleboard subsurface
 - b) Countertops shall be plastic laminate over $\frac{3}{4}$ -inch particle board with a 4-inch backsplash
- 7. Fire Extinguisher and cabinets located and installed per code

Division 11 – Equipment

- 1. Appliances – shall be Energy Star Rated (items b, c & d)
 - a) Range shall be electric
 - b) Dishwasher shall be five-cycle
 - c) Washer/Dryer shall be stackable and electric
 - d) Refrigerator shall be 18-cubic foot
 - e) Microwave with recirculation fan. (not vented to the outside)
 - f) Disposal shall be 1/3 horsepower
- 2. Trash equipment
 - a) Trash chutes – Six trash chutes (three for recycling, three for trash) have been assumed for the four- and five-story apartment buildings. Chutes and receptors to be designed and installed per all applicable codes and SFM requirements.
 - b) Trash compactor – Per ACC standards

Division 12 – Furnishings

- 1. Residential furniture – Per ACC standards and BSU review for comments.
- 2. Site furnishings consistent with university campus design and ACC standards (typ. Landscape forms, V 35 or equivalent.) See Division 02 Section 8, “Hardscape”
- 3. Window treatments – One one-inch aluminum horizontal mini-blind per window at residential units.

Division 13 – Special Construction

Not applicable

Division 14 – Conveying Equipment

- 1. Elevators shall be hydraulic with standard finishes.

Division 15 – Plumbing and HVAC Systems

- 1. Plumbing:
 - a) Piping shall be domestic water distribution main and branch lines to be CPVC and lines from the manifold to the fixture to be crosslinked polyethylene system and installed per local code. Polybutylene piping systems shall not be allowed.

- b) Fitting, valves and connections as required making all the equipment operational.
 - c) System shall be gas fired boiler(s) per building with storage tanks
 - d) Water booster pumping system shall be provided as need to maintain appropriate pressures at all living units
 - e) Tubs shall be one piece fiberglass tub/shower combination
 - f) Fixtures shall be low flow
 - g) Kitchen sink shall be stainless steel with single leaver faucet
 - h) Bathroom sink shall be porcelain with single leaver faucet
2. Fire Protection
- a) Piping shall be CPVC where SFM allows and installed per NFPA 13R and NFPA as required
 - b) Sprinkler heads shall be semi-recessed.
 - c) Fire pumps are assumed at the five-story building and as needed elsewhere
3. Mechanical
- a) Systems
 - 1. Residential units shall be one electric heating and cooling split heat pump system per unit and designed by Mechanical Engineer based on appropriate guidelines for the region.
 - 2. Common areas shall be electric heating and electric cooling systems.
 - b) Manufacturer shall be Carrier, Trane or equal and the SEER rating to be minimum 13
 - c) Piping shall be continuous, hard drawn insulated copper from air handler to the outdoor heat pump condensing unit per manufacture recommendation and industry standards.
 - d) Temperature controls – One programmable thermostat per residential unit
 - e) Air distribution shall be insulated flex duct for a maximum of 6 ft. where practical and insulated metal duct for the balance; provide for adequate air return per applicable residential standards.
 - f) Exhaust and ventilation – Residential bathrooms, common area restrooms, mechanical, laundry rooms and trash rooms as required by code.
 - g) Refrigerant shall be R410A.

Division 16 – Electrical and Fire Suppression

1. Electrical
- a) Wire shall be Romex where allowed by local code otherwise Metal Clad.
 - b) System shall be installed per current NEC
 - c) Electrical panel shall be one per unit
 - d) Meter – Units shall be individually metered.
 - e) Outlets and switches – Residential grade inside the units and commercial grade at common areas.
 - f) Light fixtures shall be residential grade florescent
 - Bedroom – One surfaced mounted
 - Living Room – One surfaced mounted
 - Kitchen – One surfaced mounted
 - Bathrooms – One surfaced mounted strip over sink

- Interior Corridors – Surfaced mounted florescent
2. Fire Alarm
 - a) System shall be fully addressable and installed per local and SFM requirements.
 - b) Smoke detectors shall be 120 volt hardwired with battery back-up
 - c) System shall be connected to a third party or campus monitoring station per SFM requirements.

Division 17 – Telecommunication & Security

1. Cabling shall be:
 - a) Telephone shall be Cat5e located in every living room (not in conduit)
 - b) Data shall be Cat5e located in every bedroom (not in conduit)
 - c) TV shall be RG-6 located in every living room and bedroom (not in conduit)
2. MDF/IDF Rooms
 - a) HVAC shall be through-wall units.
3. Conduit
 - a) Site conduit shall be appropriately sized PVC conduits or equal for main telecom room to property line.
 - b) Buildings – IDF closets located in each building is to be connected to each other via appropriately sized PVC conduit or equal.
4. Security -
 - a) Card access shall be at the exterior doors of the community building and main entrance of the apartment buildings.
 - b) Cameras shall be located at the interior of the community building.

EXHIBIT C
CONCEPTUAL DESIGNS AND DRAWINGS
SEE SLIDE SHOW

BAHR – SECTION II

Comments:
BOR MOU Approval 6/18/09
Submit CPA, Rezoning no later than 10/26/09
BSJ Vacate Police Substation & IT Annex, Move Substation 6/24/10
Consolidate Phase 1A on 5/27/10

EXHIBIT E - PRELIMINARY BUDGET
BOISE STATE UNIVERSITY
 SCENARIOS 1 - 3 COMPARISON
 5/21/2009

	Scenario 1: 1A Stand Alone	Scenario 2: 1A + 1B Min Density	Scenario 3: 1A + 1B Max Density
Program ⁽¹⁾			
Delivery Date	2011	2011 / 2012	2011 / 2012
Beds	884	1,004	1,084
Total Res SF	247,644	291,809	318,417
Total Circulation SF	58,887	70,817	78,879
% of Res SF	23%	24%	25%
Community Center SF	15,000	15,000	15,000
Total GSF	319,831	377,726	410,086
Development Budget			
GC Costs - residential ⁽²⁾	\$92.73/sf	\$93.20/sf	\$93.40/sf
Land Costs ⁽³⁾	-	\$800,000	\$1,500,000
Abatement Costs	\$50,000	\$50,000	\$50,000
Parking Costs	-	-	-
Intramural Field Allowance	\$250,000	\$250,000	\$250,000
Construction Duration	17 months	17mo (1A) / 12mo (1B)	17mo (1A) / 12mo (1B)
Total Development Costs	\$41,688,969	\$48,902,876	\$53,437,101
Project Level/Corp Finc Costs	\$1,845,605	\$2,136,304	\$2,379,083
Total ACC Cost @ GAAP Interest	\$43,534,574	\$51,038,980	\$55,816,195
Operating Budget			
Year 1 - 2011	Assumes No Taxes	Assumes No Taxes	Assumes No Taxes
OpEx per bed	\$2,125	\$2,138	\$2,142
Expense Ratio	33.8%	34.0%	34.1%
Taxes	n/a	n/a	n/a
Year 2 - 2012 ⁽⁴⁾			
OpEx per bed		\$2,277	\$2,225
Expense Ratio		34.5%	33.6%
Taxes		n/a	n/a
Rental Rate change vs base (per month)	(\$15.00)	(\$15.00)	(\$15.00)
Cash Flow			
Reserves per Bed	\$175	\$175	\$175
Revenue/Expense Growth	4.0%	4.0%	4.0%
Ground Lease Term ⁽⁵⁾	65-years + extensions	65-years + extensions	65-years + extensions
Valuation Analysis			
Year 1 - 2011	Assumes No Taxes	Assumes No Taxes	Assumes No Taxes
ACC Yield	7.22%	7.22%	7.22%
Annual Pmt	\$300,832	\$311,000	\$318,000
% of Revenue	5.54%	5.73%	5.85%
Year 2 - 2012 ⁽⁴⁾			
ACC Yield	7.51%	7.51%	7.51%
Annual Pmt	\$312,969	\$323,317	\$375,345
% of Revenue	5.54%	4.88%	5.23%
BSU NPV of Ground Rent ⁽⁶⁾	\$10,738,885	\$11,094,041	\$12,843,136
ACC Unlevered IRR ⁽⁷⁾	11.20%	11.13%	11.08%

Notes/Assumptions:

⁽¹⁾ Scenario 1 assumes only Phase 1A is developed on the Lincoln Ave sites

Scenario 2 assumes a phased delivery with Phase 1A coming on-line in 2011 and 1B at minimum density of 140 beds coming on-line in 2012

Scenario 3 assumes a phased delivery with Phase 1A coming on-line in 2011 and 1B at maximum density of 220 beds coming on-line in 2012

⁽²⁾ Residential GC costs reflect "GC At List No. 10" dated 5/13/09 per meeting at BSU plus ~5% escalation add; additional 3% escalation add on 1B GC and FF&E

Community Center GC costs are being carried at \$150/sf

⁽³⁾ Land Costs assume acquiring four (4) parcels on Potter St in Scenario 2 and six (6) parcels in Scenario 3

⁽⁴⁾ Year 2 is shown for Scenarios 2 & 3 due to being the first stabilized year after both Phases 1A & 1B are complete

⁽⁵⁾ 65-year term with two, 10-year extensions

⁽⁶⁾ NPV is over the full, 85-year term and assumes a 6% discount rate

⁽⁷⁾ IRR is over the full, 85-year term

BSU042309ACC SCENARIOS 1-3 SUMMARY.XLS

1:43 PM, 5/21/2009

Boise State University - New Student Housing
Predevelopment Risk Budget - Shared Risk

Version No. 20

Updated: May 15, 2008

		2009											2010						
#	Description	Budget Amount	Negotiated Exposure	Expense to Date	May	June	July	August	September	October	November	December	January	February	March	April	May	Total Paid to Closing	Negotiated Risk Paid @ Closing
1	Building Architect	1,244,313	995,529	289,175	14,634	14,634	14,634	43,903	43,903	109,758	109,758	91,282	91,282	91,282	81,282	-	-	995,529	248,785
2	Civil Engineer	279,060	146,078	14,595	2,608	2,608	2,608	7,823	7,823	19,556	19,556	17,601	17,601	17,601	16,101	-	-	146,078	132,983
3	Structural Engineer	182,708	98,218	13,728	-	-	4,970	4,970	4,970	12,425	12,425	11,183	11,183	11,183	11,183	-	-	98,218	84,491
4	MEP Engineer	250,228	198,166	41,978	-	-	9,188	9,188	9,188	22,969	22,969	20,672	20,672	20,672	20,673	-	-	198,166	52,062
5	Landscape Architect	178,120	92,058	5,995	1,688	1,688	1,688	5,063	5,063	12,656	12,656	11,391	11,391	11,391	11,391	-	-	92,058	86,063
6	Communication Engineer	133,617	71,992	10,376	-	-	3,625	3,625	3,625	9,063	9,063	8,156	8,156	8,156	8,148	-	-	71,992	61,625
7	Acoustical Engineer	5,000	5,000				2,500				2,500							5,000	-
8	Water Envelope	7,500	7,500				2,500				5,000							7,500	-
9	Interior Design	25,000	25,000				2,000	2,000	2,000	2,000	3,000	2,000	2,000	2,500	2,500	2,500	2,500	25,000	-
10	Traffic Engineer	9,230	9,230	3,230	1,000	2,000	2,000	1,000										9,230	-
11	Topo / Boundary & Alta Survey	14,925	14,925	8,925		3,000	3,000											14,925	-
12	Geotech Engineer	17,447	17,447	7,447		5,000	5,000											17,447	-
13	Environmental Phase I	7,615	7,615	2,615		2,500	2,500											7,615	-
14	Reimbursable	259,584	259,584	129,584	9,000	10,000	10,000	7,500	7,500	8,000	15,000	7,500	7,500	15,000	8,000	5,000	20,000	259,584	-
15	Market Study	12,000	12,000	6,000		6,000												12,000	-
16	City Planning Process	30,640	30,640	5,640	2,000	9,000	3,000	3,000	2,000	4,000	2,000							30,640	-
17	Parking Garage	15,000	15,000	15,000														15,000	-
18	Consulting ADA/FHA	3,027	3,027	527			500	500	500	500				500				3,027	-
19	Consulting - Bldg Architect	75,000	75,000	75,000														75,000	-
20	Dry Utility Consultant	23,600	23,600	-			2,000	3,600	4,000	4,000	2,000	2,000	2,000	2,000	2,000			23,600	-
21	Legal	101,595	101,595	11,595	10,000	10,000	5,000	5,000	5,000	10,000	5,000	5,000	5,000	5,000	5,000	10,000	10,000	101,595	-
22	Appraisal	1,500	1,500	1,500														1,500	-
TOTAL HARD & SOFT COSTS		2,876,710	2,210,702	642,909	40,929	66,429	76,712	97,171	95,571	214,927	220,927	176,784	176,784	185,284	166,276	17,500	32,500	2,210,703	666,007
Paid to Date - Partial Payment				642,909	683,838	750,268	826,980	924,150	1,019,721	1,234,648	1,455,574	1,632,358	1,809,142	1,994,426	2,160,703	2,178,203	2,210,703		2,876,710

Notes:

- 1. Amounts are based on Phase IA & IB sites only.
- 2. Negotiated exposure means firms are willing to share in fee risk until the project closes and is funded.
- 3. Architect & Engineering fees (#1-#6) are for design only and do not include construction administration fees.
- 4. Fees above do not include LEED documentation or process.
- 5. Construction start assumed May 2010.
- 6. No design costs have been assumed for parking.

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EXHIBIT GSUMMARY OF PHASE 1 GROUND LEASE TERMS

Any capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to such terms in the Memorandum of Understanding to which this Summary of Phase 1 Ground Lease Terms is attached.

1. Ownership Structure

- a. Lessee (an affiliate of American Campus Communities, Inc.) will own a leasehold interest in and to the real property, improvements, fixtures and equipment comprising Phase 1.
- b. Lessor (BSU) will own the real property, improvements, fixtures and equipment comprising Phase 1, subject to the Lessee's leasehold interest therein. The improvements, fixtures and equipment will be owned by Lessor as they are incorporated, and will never be owned by Lessor unburdened by Lessee's leasehold interest until termination of the lease.

2. Term

- a. Base Term: 65 Years
- b. Extensions: Lessee may extend the term for two periods of 10 years each, on same economic terms and conditions.

3. Rentala. Fixed Annual Rental

- (i) Phase 1 comprised solely of Phase 1A -
N/A
- (ii) Phase 1 comprised of Phase 1A and Phase 1B -
N/A.

Fixed Annual Rental for Phase 1 will be paid annually, commencing upon completion of Phase 1.

b. Variable Rental

- (i) Phase 1 comprised solely of Phase 1A -
5.54% of Gross Revenues of Phase 1.

- (ii) Phase 1 comprised of Phase 1A and Phase 1B
 - 5.73% of Gross Revenues of Phase 1 until Phase 1B is completed, and 4.88% of Gross Revenues of Phase 1 thereafter.

Variable Rental will be paid semi-annually, in arrears, on June 30 and December 31 of each year, with a reconciliation annually within 120 days after the end of each calendar year of operations. To the extent adjustments are necessary, any such adjustments shall be added to or subtracted from next installment of Variable Rental.

As used herein, "Gross Revenues" shall mean, for any period, all revenues received by Lessee from the operation and leasing of Phase 1 during such period normally included in operating revenues in accordance with GAAP; provided, however, that Gross Revenues shall not include: (i) subtenant deposits, unless and until such subtenant deposits are forfeited to or applied by Lessee in accordance with the terms of a sublease with respect to any failure of the subtenant to perform its obligations; (ii) proceeds or payments under insurance policies, except for those related to lost revenue; (iii) any other items that would not normally be included in operating revenues in accordance with GAAP.

c. Outperformance Rent. Outperformance Rent (hereinafter defined) shall be due and payable by Lessee to Lessor only in the event that each of the following conditions are satisfied in any lease year:

(i) the sum of all Gross Revenues received by Lessee since the commencement of the Lease Term exceeds a mutually agreed-upon amount of cumulative Gross Revenue for such lease year, which amount shall be based upon Lessee's yield being at least 8% in the first lease year, which yield amount shall be increased annually thereafter (which shall be adjusted following finalization of resident rental rates in the final development proforma); and

(ii) Gross Revenues received by Lessee during such lease year exceed a mutually agreed-upon amount of annual Gross Revenue for such lease year, which amount shall be based upon Lessee's yield being at least 8% in the first lease year, which yield amount shall be increased annually thereafter.

As used herein, the term "Outperformance Rent" shall mean a sum equal to 25% of the mutually agreed-upon amount of annual Gross Revenue for such lease year.

4. Mortgages/Mortgagee Protective Provisions. Lessee shall initially pay for the costs to develop, construct and equip the Project with its own funds and shall have no right or ability to mortgage, or otherwise lien, pledge or secure its leasehold interest in the Project to secure funds for such purposes. Notwithstanding the foregoing, Lessee may, following the expiration of two (2) years after Phase 1 is first opened for business, mortgage, or otherwise lien, pledge or secure its leasehold interest in the Project to secure borrowings of Lessee or its affiliates in the event and to the extent that preliminary indications are rendered by Moody's Investor's Service and Standard & Poor's that such borrowings will not be included in the calculation of direct or indirect debt for BSU (a "Rating Determination"), and BSU agrees, at ACC's request, to cooperate with ACC and use its reasonable good faith efforts to obtain a Rating Determination. In the event that, pursuant to the foregoing, Lessee is permitted to mortgage, or otherwise lien, pledge or secure its leasehold interest in the Project, the Lease shall contain the provisions set forth on Exhibit I-1 attached hereto.

5. Lessor covenants/assistance
 - a. Lessor shall permit Lessee to advertise on the campus; provided that, with respect to signage on the campus which is outside of the Project, the location of such signage will not be inconsistent with BSU policy related to advertising locations for BSU housing and/or other BSU-recognized student groups, unless approved by BSU. Notwithstanding the foregoing, Lessee shall be permitted to (a) have advertising kiosks and/or information dissemination tables in high pedestrian areas approved by BSU, with such approval not to be unreasonably withheld, conditioned or delayed (and which approval shall be deemed granted in the event that Lessor does not specifically deny such approval within ten [10] business days after it is requested in writing), (b) advertise and disseminate information in the student center during leasing periods, (c) advertise in a temporary marketing and leasing center located on campus during construction of the Project and (d) have other advertising and/or information dissemination locations, as approved by BSU, with such approval not to be unreasonably withheld, conditioned or delayed (and which approval shall be deemed granted in the event that Lessor does not specifically deny such approval within ten [10] business days after it is requested in writing). To the extent that any advertising by Lessee contains Lessor's name, logo or website, such advertising shall be subject to Lessor's written approval, which approval shall not be unreasonably withheld, conditioned or delayed (and which approval shall be deemed granted in the event that Lessor does not specifically deny such approval within ten [10] business days after it is requested in writing).

 - b. To the extent permitted by State and federal law, Lessor will provide to Lessee on a timely basis contact information (name, address, email address, etc.) on all accepted and enrolled students. Lessee shall

reimburse Lessor for its actual cost of providing such information, without any mark-up, overhead or profit. The Lease shall address the confidentiality of such information (FERPA).

- c. In Lessor's marketing materials, catalogues, informational brochures distributed to students and on its web sites, Phase 1 shall be listed as available on-campus or off-campus Lessor housing, as mutually selected by Lessor and Lessee. Lessor will permit Lessee to actively participate in transfer student orientation sessions or similar events for purposes of marketing Phase 1. Lessee shall also be entitled to participate in the freshman orientation sessions with the permission of the Lessor, which permission shall not be unreasonably withheld, conditioned or delayed.
- d. Lessor shall not undertake to directly or indirectly own an interest in, lease, develop, subsidize, manage or operate any new or existing Competing Project (hereinafter defined) on a preferential basis to that of Phase 1 in terms of student referrals, without Lessee's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. As used herein, the term "Competing Project" shall mean any student housing project which is likely to compete for residents with Phase 1 with consideration given to the following factors: (i) targeted student residents (e.g., upper-classmen or graduates); (ii) package of amenities (e.g., swimming pool, food service, parking, access to public transportation and fitness facilities); and (iii) residence life programs.
- e. Lessor shall not undertake to directly or indirectly own an interest in, lease, develop, subsidize, manage or operate any new Competing Project without Lessee's prior written approval unless Lessor shall first deliver to Lessee a housing study from an independent third party consultant which has at least five (5) years of experience in providing such housing studies and which is reasonably acceptable to Lessee and Lessor (the "Consultant") which demonstrates that such Competing Project will not materially and adversely affect the demand for Phase 1. Notwithstanding the foregoing, for purposes of this Paragraph 5(e), any replacement of currently existing student housing on the Campus (so long as the total number of beds is not increased and the student housing which is replaced is not used after the replacement student housing is completed) shall not be deemed to be Competing Projects. The foregoing shall not be deemed to prevent Lessor from developing on the Campus student housing facilities containing up to 150 bed accommodations, in the aggregate using its own funds or borrowings secured by its own credit, so long as Lessor does not engage another third-party developer (unless such developer is strictly providing development services for a fee and has no equity interest in the project) in connection with such development.

- f. Lessee acknowledges that Lessor has advised Lessee that the Board has authority to set rental rates for Lessor's own student housing facilities on the Campus. Lessor will use its good faith efforts to attempt to cause the Board to cause rental rates for any existing or future student housing project on the Campus to be, on a comparative basis (taking into consideration such factors as age of the facility, location, amenities, unit size and configuration), no less than those being charged for Phase 1.
 - g. Lessor will agree to permit Lessee to market Phase 1 for purposes of housing for summer camps and conferences at BSU.
- 6. Notice/grace/late fees
 - a. Monetary Default - 90 days
 - b. Non-Monetary Default - 180 days, with additional time if cure not reasonably achievable within 180 days
 - c. For monetary defaults, amounts unpaid for 60 - 90 days after due date shall bear interest at 6% per annum; amounts unpaid for 90 - 120 days after due date shall bear interest at 8% per annum; and amounts unpaid for more than 120 days after due date shall bear interest at 12%.
 - d. In the event of a default by Lessee which is not cured within the applicable notice/cure period, Lessor may terminate the Lease by paying to Lessee an amount equal to (a) Lessee's total acquisition, development and construction costs of the Project, minus (b) an amount equal to (i) 1.54% of the such total acquisition, development and construction costs multiplied by (i) the number of lease years under the Phase 1 Ground Lease which have elapsed prior to the effective date of such termination.
- 7. Utilities/Services
 - a. Lessor shall allow students who are residents of Phase 1 the same access to Lessor's internet system that other registered students of Lessor have, at no additional cost; provided, however, that Lessee shall be responsible for any and all costs of installing and maintaining hardware to enable internet access.
 - b. Lessor shall make available to students who are residents of Phase 1 (on the same terms as made available to other registered students who live in on-campus housing), as applicable, the same "support" services that are provided to all other registered students who live in on-campus housing (security, police service, transportation, residence life programming, student adjudication procedures, recreation center access, etc.).

8. Payment of Operating Expenses

- a. Lessee to pay for all costs and expenses of operating and maintaining the property, including reasonable reserve deposits.
- b. Costs for any utilities or services furnished by Lessor to be at Lessor's actual cost. In the event that Lessee elects, at its option, to obtain any available utility services from Lessor (if allowed by law), Lessee will be charged with Lessor's actual cost of such service.

9. Taxes

- a. Lessor and Lessee intend that land, improvements, furniture, fixtures and equipment will be exempt from ad valorem taxes as property of the State. Lessor and Lessee will cooperate in good faith as allowed by law to ensure that applicable exemptions are at all times applicable to the projects. In addition, Lessor and Lessee will cooperate in good faith to reduce and/or eliminate any governmental assessments regarding the real property as allowed by law. In the event that either party determines that ad valorem taxes cannot be avoided or are likely to be assessed, then the parties agree to in good faith negotiate relative to the economic consequences of such taxation to Lessor and Lessee.
- b. The State Board of Education has determined that the housing to be constructed and operated under the Phase 1 Ground Lease is designed to serve a State of Idaho recognized educational purpose for Boise State University and is being used to benefit Boise State University. It is the intent of the State Board of Education that the housing constructed pursuant to this transaction is a facility designed to meet the needs of the Boise State University and the State of Idaho.

10. Construction

- a. Lessee will engage a qualified licensed general contractor to construct improvements. All cost of construction shall be paid by Lessee.
- b. Offsite improvements affecting city rights-of-way will be approved by and permitted through the Ada County Highway District and/or utility companies having jurisdiction. On-site stormwater detention or retention shall incorporate stormwater best practice as stipulated under COB best practices and EPA stormwater permit other jurisdictions as required. Any required lot consolidation or lot line adjustment applications will be processed for approval through the Boise City Subdivision Department and any other required agencies. Building permits and certificates of

occupancy will be issued through the appropriate inspecting agency, but with Lessee having the duty to secure such permits and certificates, with the reasonable cooperation of Lessor.

- c. All schematic and construction drawings to the extent relative to exterior building elevations, site plans, landscaping plans (subject to the approved allowance therefor), exterior lighting plans and emergency call-box locations relative to Phase 1 (collectively, the "Approval Items"), and material revisions thereto, shall be delivered to Lessor from time to time for approval, which approval shall not be unreasonably withheld, conditioned or delayed, and which approval shall not be withheld so long as the Approval Items conform substantially to the Outline Specifications (in the case of schematic and construction drawings) and are a logical extension of prior submittals that have been approved by Lessor (and which approval shall be deemed to have been given if Lessor does not specifically disapprove such drawings or request additional information or documentation concerning such Approval Items within 15 business days (with respect to schematic drawings) or 20 business days (with respect to construction drawings) after receipt by Lessor). In the event that Lessor timely requests additional information or documentation concerning any Approval Items, and BSU does not specifically disapprove such Approval Item within five (5) days after BSU's receipt of such additional information or documentation (or the expiration of the original period for review under this Section 10(d), whichever is later to occur), then BSU shall be deemed to have approved the requested item.
- d. Construction schedule will be specified. If construction is not completed on schedule, same shall not constitute a default by Lessee, but Lessee will be required to house tenants unable to occupy the improvements at the commencement of their leases at Lessee's cost until construction is completed.
- e. To the extent that the total costs of acquisition, design, development, construction, furnishing, equipping and opening Phase 1 (the "Actual Phase 1 Cost") is less than the estimated costs of acquisition, design, development, construction, furnishing, equipping and opening Phase 1 shown on Lessee's proforma as of the commencement of construction of Phase 1 (the "Estimated Phase 1 Cost") then following final completion of Phase 1, Lessee shall apply the difference between Actual Phase 1 Cost and Estimated Phase 1 Cost ("Savings") as follows:
 - (i) First, 25% of the Savings, if any, shall be distributed by Lessee to Lessor; and
 - (ii) The remainder of the Savings shall be retained by Lessee.

- f. Lessee to be responsible, as a cost of Phase 1, for costs of the following, to the extent applicable: (i) demolition; (ii) any required environmental and archeological remediation; (iii) any and all utility distribution systems; and (iv) acquisition of necessary easements and/or rights-of-way, except to the extent otherwise agreed by Lessor and Lessee.
 - g. Lessee shall not charge a development fee; however, Lessee will charge Phase 1 for Lessee's overhead allocation.
 - h. With regard to Phase 1, the construction of improvements will be substantially in accordance with the Outline Specifications and the Plans and Specifications which have been approved by BSU.
 - i. Lessee shall engage a qualified, licensed third party general contractor to construct the improvements. Lessee will cause the general contractor to provide (i) customary construction warranties on all improvements, fixtures and equipment, (ii) customary indemnities (which shall include indemnities of Lessor), (iii) customary builder's risk and liability insurance (which shall name Lessor as an additional insured), with limits of liability reasonably acceptable to Lessor and (iv) customary payment and performance bonds in the amount of the construction contract, which shall name Lessor as a dual obligee.
 - j. Lessee's construction budget will include a \$250,000.00 allowance for intramural athletic fields and streetscape improvements along Lincoln between University and Belmont.
11. Minimum Standards of Operations: Lessee shall operate and maintain Phase 1 to a standard equal to Class A Condition (hereinafter defined). As used herein, the term "Class A Condition" means the condition of a privatized student housing facility which is of high quality, excellently maintained and very well managed (especially if the building is more than 10 years old), attractive and efficient. In order to maintain a standard equal to Class A Condition, Lessee shall, at a minimum, do the following:
- a. Minimum Maintenance Standards:
 - (i) Lessee shall perform daily groundskeeping and common area cleaning, including interior and exterior common areas, to ensure that the property meets mutually acceptable levels of curb appeal.
 - (ii) Lessee's on-site maintenance staff shall use reasonable efforts to respond to resident issued work orders within 24 hours of receipt. Resident work orders related to life safety, loss of utilities or issues of major inconvenience to a resident will be handled on a first

priority basis utilizing reasonable efforts to respond within 4 hours of receipt of such resident work order.

- (iii) Lessee shall develop and implement ongoing maintenance programs along with a preventive maintenance and capital replacement program to ensure Phase 1 is preserved in Class A Condition throughout the lease term. The maintenance program shall be subject to approval of the Committee (hereinafter defined).
- (iv) If the Lessee refuses or neglects to make repairs and/or maintain Phase 1, or any part thereof, and, as a result of such refusal or neglect, the safety or health of residents of Phase 1 is in imminent danger, and Lessee fails to cure such condition within a reasonable time after Lessor advises Lessee thereof in writing, the Lessor shall have the right, upon giving the Lessee reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of the Lessee. In such event, such work shall be paid for by the Lessee as additional rent and shall be due promptly upon receipt of an invoice therefor. No exercise by the Lessor of any rights herein reserved shall entitle the Lessee to any damage for any injury or inconvenience occasioned thereby nor to any abatement of rent pursuant to Section 3 or other amounts payable by the Lessee under this Lease.
- (v) If the Lessee fails, following reasonable written notice thereof from Lessor to Lessee, to make repairs and/or maintain Phase 1 in accordance with the Minimum Standards of Operation, and such refusal or neglect does not adversely affect the safety or health of residents of Phase 1, then Lessor shall have the right to obtain a report from an independent, qualified third-party consultant relative to the level or repairs or maintenance of Phase 1 and, if such report indicates that Lessee is not repairing or maintaining Phase 1 in accordance with the Minimum Standards of Operation, then Lessee shall take action to repair or maintain Phase 1 in accordance with the Minimum Standards of Operation; provided, however, that if Lessee disputes the findings of such report, Lessee may at its option mediate such dispute in accordance with the procedures and guidelines of the American Arbitration Association.

b. Minimum Staffing Standards:

- (i) Lessee shall maintain the necessary on-site staff at Phase 1 to ensure that all facets of operations (business administration, marketing and leasing, maintenance and residence life), are

successfully implemented. Phase 1's on-site staff shall at a minimum consist of an on-site manager, assistant manager, maintenance supervisor and a resident director. Each area will also contain the support staff necessary to meet the minimum standards contained herein.

- (ii) Lessor and Lessee acknowledge that they desire Phase 1 to serve as an academically oriented student housing community that provides its student residents with an opportunity to study, socialize and recreate through the implementation of a sound residence life program. To meet these desires, Lessee acknowledges that Phase 1 must have an on-site paraprofessional community assistant staff at a ratio of no less than one community assistant to every 75 residents living at the community, which community assistants shall be employees of Manager (hereinafter defined).

12. Management/Residence Life

- a. Management: An affiliate of Lessee (the "Manager") will manage the facilities pursuant to management agreements between Lessee and such affiliate.
- b. Residence Life and Marketing:
 - (i) Advisory Committee
 - (A) An advisory committee ("Committee"), composed of three representatives of Lessor and three representatives of Lessee, will meet at least twice annually to review the operations of Phase 1. The Committee may review annual operating and capital budgets and operating policies governing student residents of Phase 1. The Committee shall not set or amend rental rates (which will be set and amended by Lessee) or set or amend parking and transportation policies, rates or procedures (which will be set and amended by Lessor).
 - (B) Four members of the Committee will constitute a quorum, provided at least two representatives of Lessor and two representatives of Lessee are present. A concurring vote of four members shall be required for action by the Committee. Notwithstanding the foregoing, in the event that the Committee is unable to reach a decision relative to a financial or economic matter which will or is likely to result in a material economic consequence to Lessee or

Phase 1, then representatives of Lessee shall resolve the deadlock by casting the deciding vote (provided, however, that Lessee may not use its ability to cast a deadlock-breaking vote as a means to avoid adherence to the applicable Minimum Standards of Operations), and in the event that the Committee is unable to reach a decision relative to operating policies governing student residents, then representatives of Lessor shall resolve the deadlock by casting the deciding vote; provided, however, that if such decision will or is likely to result in a material economic consequence to Lessee or Phase 1, Lessee may override such deciding vote (provided, however, that Lessee may not use its ability to cast a deadlock-breaking vote as a means to avoid adherence to the applicable Minimum Standards of Operations).

- (C) On or before September 30 of each year, the Manager shall deliver to the Committee for its review and consideration an Annual Marketing and Leasing Plan setting forth the following with respect to the upcoming academic year:

- 1 Proposed rental rates; and
- 2 A proposed Marketing Plan.

- (D) On or before November 1 of each year, the Manager shall deliver to the Committee for its review and consideration an annual Management Plan, setting forth the following with respect to the upcoming academic year:

1. Annual Operating Budget;
2. Annual Capital Budget – including planned maintenance and renewal projects as needed to adhere to Class A standard;
3. Annual Staffing Plan;
4. Any proposed changes in operational programs, policies and procedures necessary to achieve the applicable Minimum Standards of Operations;
5. Security Plan; and
6. Residence Life Plan.
7. Facility assessment reports as necessary to appropriately plan for use of reserves in maintaining Class A standard

The Annual Operating Budget, Annual Capital Budget and Annual Staffing Plan shall be designed to achieve or exceed the applicable Minimum Standards of Operations.

(ii) Marketing and Leasing of Phase 1

(A) Lessor desires and Lessee intends to market and lease Phase 1 to house students attending BSU.

(B) Lessee shall cause the Manager to direct its marketing and leasing efforts in the following order of priority for Phase 1:

1. BSU students
 - a. Continuing students currently living in Lessor's on-campus facilities in an effort to attract them to Lessee's housing as opposed to moving off campus;
 - b. Continuing students currently living off-campus in an effort to have them return to on-campus housing;
 - c. Upperclass transfer students applying for admission to BSU;
 - d. First year students who satisfy either of the following conditions: (i) if such student graduated from high school, such student graduated from high school more than two years previous to his/her admittance to BSU or (ii) if such students received a GED diploma, such student is 20 years old or older; and
 - e. Freshmen applying for admission to BSU.
2. Students of other state universities or colleges, but only with the Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed if there is insufficient demand from BSU students; and
3. BSU faculty and staffs, but only with Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed if there is insufficient demand from BSU students.

(iii) Lessee shall collect all revenues from Phase 1.

(iv) Lessee and Lessor shall work together to develop a process to coordinate financial aid with Lessor's current system.

- (v) Manager will provide residence life services for Phase 1 consistent with University Housing's mission and initiatives and, where appropriate, in collaboration with University Housing's staff, subject to oversight by the Committee as herein set forth. All community assistants in Phase 1 will be employees of Manager.
 - (vi) Manager shall incorporate into the resident sublease agreements the obligation for residents to abide by Lessor's promulgated code of conduct relative to all student residents and all other applicable relevant promulgated policies of which Lessee is advised in writing.
 - (vii) The Committee shall adopt community policies, rules and regulations for the residents of Phase 1.
 - (viii) Phase 1 shall be within the jurisdiction of the Lessor's campus police force.
 - (ix) Lessor and Lessee shall reasonably cooperate relative to the marketing of meal plans to residents of Phase 1.
 - (x) Student residents of Phase 1 and their guests shall be subject to Lessor's conduct process procedures, and violations of Lessor's student code of conduct shall be adjudicated pursuant to such procedures.
 - (xi) Lessee and Lessor agree to cooperate to foster a safe environment for residents of Phase 1, including Lessor's on-campus police force patrolling the Phase 1 and responding to resident calls.
 - c. Reporting. Lessee or its Manager shall promptly report criminal incidents or serious breaches of community policies or rules and regulations to Lessor.
 - d. Resident Satisfaction Surveys. Lessee may from time to time, commission a resident satisfaction survey relative to Phase 1. Lessee agrees to furnish to Lessor the results of any such survey following Lessee's receipt thereof.
13. Assignment and Subleasing. Lessee may assign the Lease or sublease the facilities to an affiliate of Lessee which is owned or controlled, directly or indirectly, by American Campus Communities, Inc. In addition, Lessee may assign the Lease or sublease the facilities to a qualified assignee/sublessee which satisfies (and/or which has a parent organization which satisfies, or will engage a property management company which satisfies) the following conditions:

- a. Minimum net worth: \$100,000,000.00;
- b. Years of experience managing student housing facilities comparable to Phase 1: five (5).

In the event that Lessee desires to assign the Lease or sublease the facilities to an entity other than an affiliate or qualified assignee/sublessee as set forth above, then Lessee must first obtain the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

The foregoing provisions shall not apply to the subleasing of space within Phase 1 to tenants.

- 14. Maintenance/Capital Repair Reserve. \$125 per bedroom per year (which sum will be adjusted annually according to CPI increases), or such greater amount as is required by a Mortgagee. Reserves shall be utilized, from time to time, as necessary to keep Phase 1 adequately maintained and equipped in accordance with the applicable Minimum Standards of Operations for maintenance.
- 15. Insurance/indemnity. Lessee to provide builder's risk, casualty and liability insurance as a cost of the project. Lessor shall be named an additional insured on liability policies (with the exception of any professional liability policies). All proceeds of casualty insurance shall be used to restore the damage, unless otherwise required by a Mortgagee. The Lease will provide mutual indemnity provisions acceptable to Lessor and Lessee.
- 16. Intentionally omitted.
- 17. Intentionally omitted.
- 18. Naming Rights. Lessor and Lessee shall mutually choose the name of Phase 1. Lessor may, in consultation with Lessee, choose names of individual buildings within Phase 1. In the event that Lessor desires to name a building within Phase 1 in connection with a significant monetary contribution for the benefit of Lessor, then Lessee's approval of such naming shall not be unreasonably withheld, conditioned or delayed.
- 19. Parking. The Phase 1 Ground Lease will provide that Lessor is responsible for providing .75 parking spaces per bed space for Phase 1 which is within close proximity to Phase 1. Parking spaces will be sold either to Lessee or directly to residents and will be operated by Lessor, including issuance of permits to individual users, enforcement and all other operational duties. Parking will be offered in a tiered format and pricing will be based upon proximity and convenience and shall include any market-justified premiums. Parking needs of

Phase 1 will be evaluated every 10 years, provided that no changes to parking requirements shall materially negatively impact the demand for Phase 1.

20. Default by Lessee. In addition to the occurrence of any other event of default specifically set forth in the Lease, the occurrence of the following event shall constitute a material default and breach of this Lease by the Lessee: filing by or against the Lessee in any court, pursuant to any statute, either in the United States or of any other state, a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a substantial portion of the property owned by the Lessee or if the Lessee makes a general assignment for the benefit of creditors, or any execution or attachment shall be issued against the Lessee or all or a substantial portion of the Lessee's property, whereby all or any portion of the Lessee's interest in Phase 1 covered by this Lease shall be attempted to be taken, exercised or occupied by someone other than the Lessee, except as may herein be otherwise expressly permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within ninety (90) days after the determination, issuance or filing of the same.
21. No Waiver. The failure of the Lessor to seek redress for violations or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed a waiver of such violation or of any future similar violation and the waiver by the Lessor or the Lessee of any breach shall not be deemed a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease.

**EXHIBIT I-1
MORTGAGEE PROTECTIVE PROVISIONS**

- (i) Lessee shall be free to finance, refinance and mortgage all or any part of the Lessee's leasehold interest in Phase 1; provided that the debt secured is equal to or less than 75% of the value of the Project. Lessee will not grant a lien on Lessor's fee simple interest in Phase 1 or Lessor's interest under the Lease for Phase 1.
- (ii) Mortgagee to receive notices of default, etc.
- (iii) Mortgagee to have ability (but not obligation) to cure Lessee's default. Mortgagee shall be given additional time to cure default before Lessor may terminate the Lease as a result of Lessee's default.
- (iv) Lessor to provide Lessor's financial information to Mortgagee.
- (v) Lessor to provide Mortgagee with an estoppel certificate upon request from time to time. In addition, Lessor and Lessee will each provide the other party with an estoppel certificate upon request from time to time.
- (vi) In the event of a foreclosure of the Mortgagee's mortgage, and the Mortgagee succeeds to the rights of Lessee under the Lease, such action shall not constitute a default under the Lease and the Mortgagee shall succeed to all rights of Lessee under the Lease; provided that (a) the Mortgagee shall not be liable for any act or omission of Lessee, (b) Mortgagee shall not be liable for any subsequent amendment to the Lease not joined in by Mortgagee, (c) Mortgagee shall not be subject to any offsets or defenses which Lessor has against Lessee and (d) Lessor and Mortgagee will reaffirm in writing the validity of the Lease.
- (vii) In the event of a termination of the Lease by Lessor, Mortgagee may enter a new lease for Phase 1 within 60 days after the Mortgagee is notified of the termination. Such new lease shall be (a) effective as of the date of termination of the Lease, (b) for the remainder of the term of the Lease and (c) at the same rent and upon the same terms and conditions of the Lease. Upon the execution of such new lease, the lessee therein shall pay all sums which at the time of execution of such new lease would have been due under the Lease but for the termination of the Lease.
- (viii) All insurance proceeds will be payable to the Mortgagee.

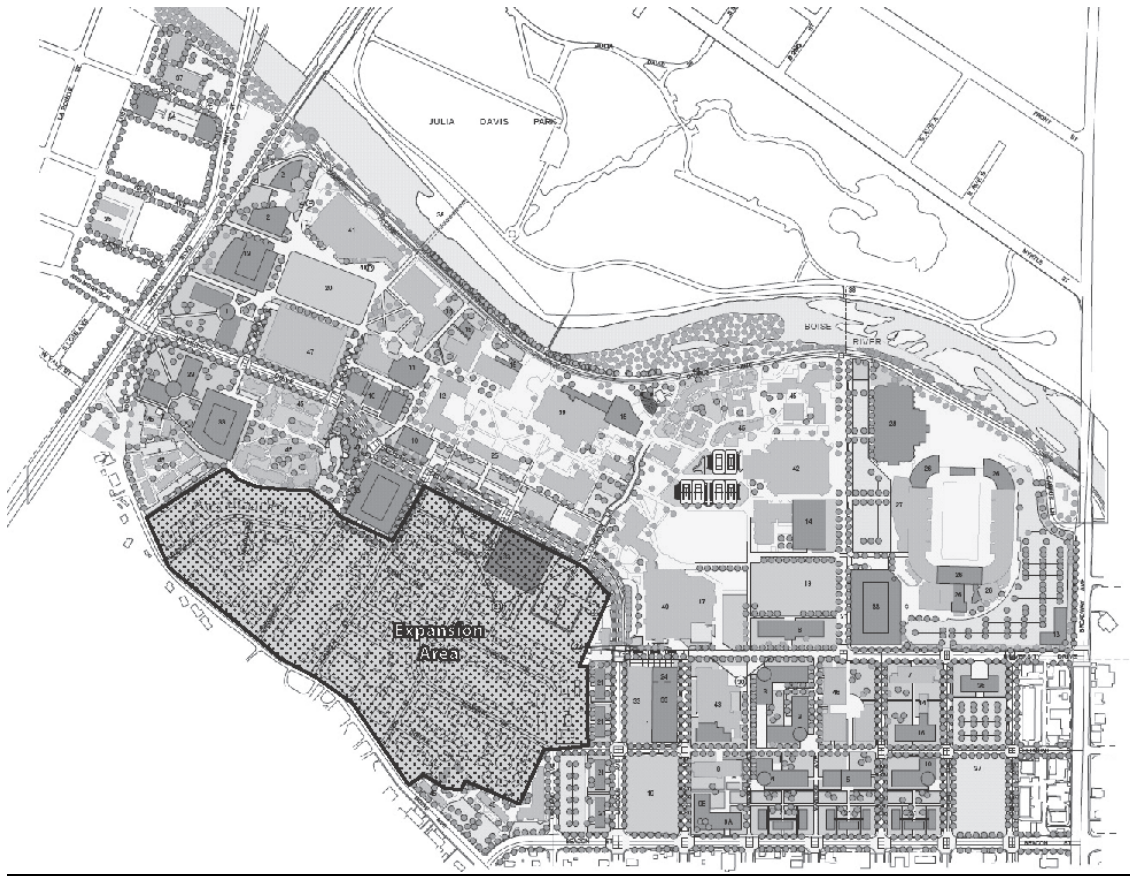
EXHIBIT H

RESERVED

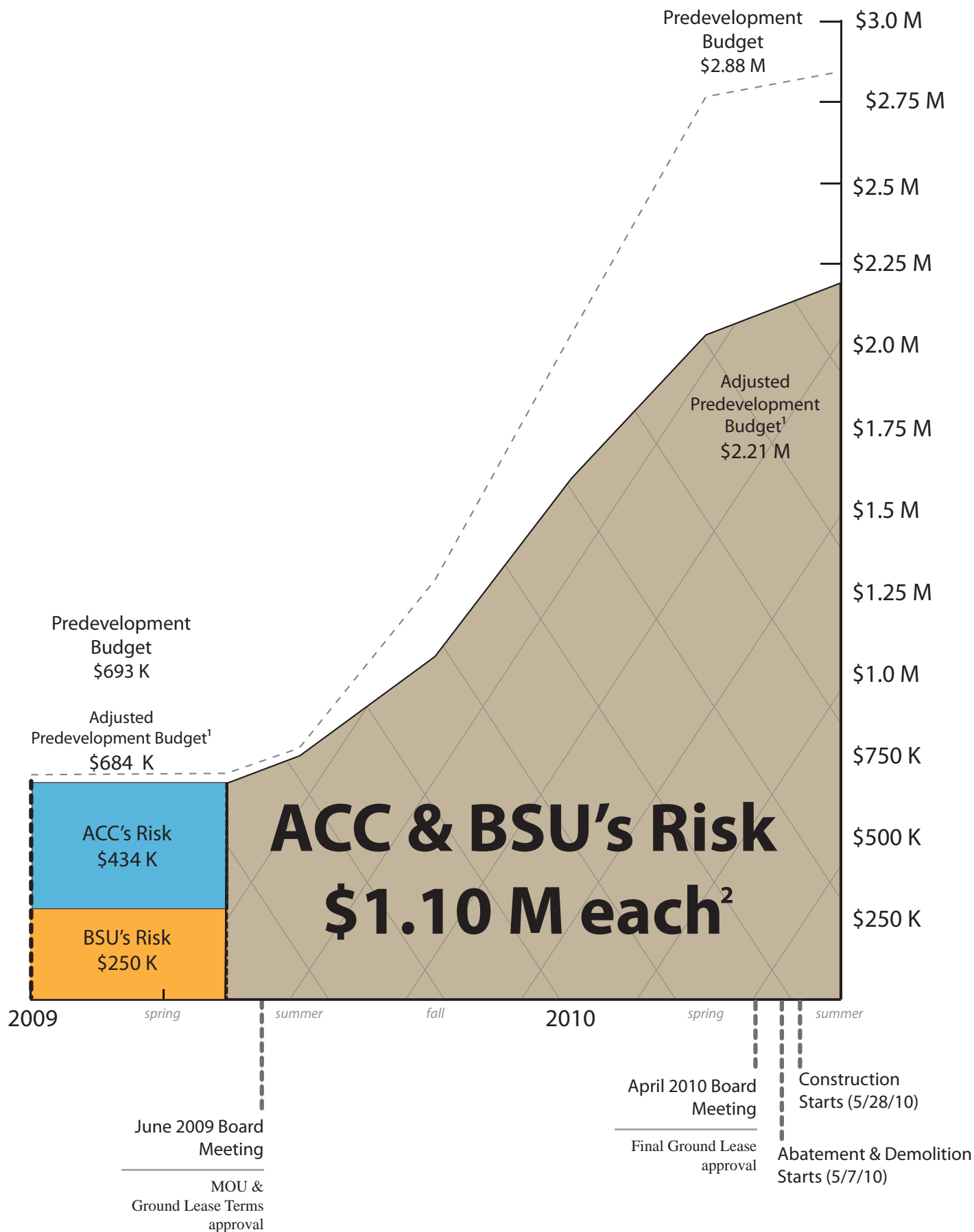
EXHIBIT I
BOARD APPROVAL

EXHIBIT J

EXPANSION AREA



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Notes:

1: Adjusted predevelopment budget reflects negotiated fee in the event project does not close. Difference between predevelopment budget and adjusted budget reflects design and development team risk sharing.

2. This amounts represents BSU's risk unless BSU defaults under the agreement; discontinues the project after approving Ground Lease terms; or fails to complete the final Ground Lease.

Boise State University
Ten Year Debt Projection, Updated for Final Bond Sizing
February 2009

		University of Colorado											Total		
		FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018				
1	Future Buildings	Cost	Est. Debt	Financed											
2	2010 COBE	\$38,000,000	\$18,000,000		\$1,670,924	\$1,670,924	\$1,670,924	\$1,670,924	\$1,670,924	\$1,670,924	\$1,670,924	\$11,696,468			
3	2010 Housing (public/private)	tbd	\$0												
4															
5	Future Debt Financing		\$18,000,000	\$0	\$0	\$1,670,924	\$1,670,924	\$1,670,924	\$1,670,924	\$1,670,924	\$1,670,924	\$11,696,468			
6	Current University Debt Service				\$15,890,766	\$19,231,946	\$14,760,440	\$14,227,763	\$14,130,014	\$14,182,146	\$14,223,454	\$14,275,616	\$14,153,509	\$13,565,590	\$148,641,244
7	Less impact of 2009A refundings				-\$282,596	-\$2,053,253	-\$2,858,953	-\$2,636,573	-\$2,629,823	-\$2,361,653	-\$1,229,963				-\$14,052,811
8	Projected 2009A Debt Service (CESED, Seating, Refunded Bonds)		\$0	\$3,462,500	\$4,781,500	\$4,565,250	\$4,547,750	\$4,284,250	\$3,206,750	\$2,035,438	\$2,032,038	\$2,031,138			\$30,946,614
9	Debt Service after 2009A		\$15,608,170	\$20,641,194	\$16,682,988	\$16,156,441	\$16,047,942	\$16,104,744	\$16,200,242	\$16,311,054	\$16,185,547	\$15,596,728			\$165,535,047
10	Total Projected Debt Service after COBE		\$15,608,170	\$20,641,194	\$18,353,912	\$17,827,365	\$17,718,866	\$17,775,668	\$17,871,166	\$17,981,978	\$17,856,471	\$17,267,652			\$177,231,515
11	Operating Budget (less direct loans, includes 0% growth in State support)		\$268,663,208	\$251,222,500	\$251,222,500	\$251,222,500	\$251,222,500	\$251,222,500	\$251,222,500	\$251,222,500	\$251,222,500	\$251,222,500			
12	Debt Service as a % of Operating Budget after 2009A		5.8%	8.2%	6.6%	6.4%	6.4%	6.4%	6.4%	6.5%	6.4%	6.2%			
13	Debt Service as a % of Operating Budget after COBE				7.3%	7.1%	7.1%	7.1%	7.1%	7.2%	7.1%	6.9%			

As presented in June, 2006, a ratio of 10% would significantly hinder access to capital in the bond markets.

Assumptions:

- 14 1. 0% growth in enrollment, with 4% loss in student fees due to transfer of Selland College to CWI in FY2010
- 15 2. 6% Holdback in FY2009 and 11% decrease in base appropriation in FY2010, 0% growth in ongoing state support, and loss of Selland College appropriation
- 16 3. Drop in gifts and auxiliary revenues of 5%
- 17 4. New housing will be done through a public/private partnership that will not impact balance sheet or credit of the University.
- 18 5. No new source of state funding for academic buildings
- 19 6. The ratio increase in 2010 is the result of the \$3,325,000 private note balloon payment for East Junior High.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

BOISE STATE UNIVERSITY

SUBJECT

Lease by Boise State University (BSU) to the College of Western Idaho (CWI) of certain premises on BSU's main campus for a limited term to accommodate the transfer of Seland College

REFERENCE

December 2008 State Board of Education approved the transfer of West Campus property from Boise State University to the College of Western Idaho.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b

BACKGROUND/DISCUSSION

Until such time as CWI can transfer all of its programs, personnel, furnishings and equipment to facilities not on the Boise State University campus, the University has agreed to lease certain of its premises, some or all of which are currently being used by the Larry Seland College, to CWI. The premises comprise, and shall be used as, classrooms, offices, storage and laboratories.

The premises are more fully described in the Exhibit A of the Lease and total nearly 115,097 square feet. The term of the lease shall be from July 1, 2009 until June 30, 2012, but portions of the leased space may be vacated earlier on 30 days notice from CWI.

CWI shall take all non-permanent fixtures, furnishings and equipment that have been transferred to it upon their vacation of the facilities. Any alterations, additions and permanent fixtures made or installed by CWI shall become the property of BSU upon CWI's vacation of the Property. Any such alterations to the premises require BSU prior approval and shall be at CWI's cost.

BSU shall provide and maintain all utilities, including the IT infrastructure; property maintenance and security services. BSU shall permit CWI employees and students to purchase parking passes on the same terms and conditions as Boise State University employees and students.

IMPACT

CWI shall pay rent to BSU at the State Occupancy Cost rate of \$6 per square foot totaling approximately \$690,582 per year. The rent will decrease with each area vacated by CWI as programs and personnel are relocated from the Boise State campus. If CWI does not vacate by the expiration of the three year term, CWI shall be permitted to continue to lease but the rent shall be increased to a more market based rent of \$18 per square foot for year 4. CWI may extend for a

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

further year thereafter on an increased rental rate at real market rates of \$24 per square foot. After that year, the rent shall increase by 3% each year.

ATTACHMENTS

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – Details of Leased Premises	Page 11
Attachment 3 – FO&M Services	Page 12

STAFF COMMENTS AND RECOMMENDATIONS

The rental rate of \$6 per square foot for utilities and maintenance, including security services, appears reasonable. This agreement allows CWI three years to locate to other facilities for professional-technical education.

The lease term is fixed and neither party may terminate except that CWI may vacate the premises by giving 30 days written notice. If CWI fails to vacate the premises after the initial three year term, the rent will increase to \$18 per square foot in the first year, up to \$24 per square foot the second year, and increase by 3% thereafter indefinitely. There is no provision for BSU to terminate the lease during this indefinite time span.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University to enter into the lease agreement, as submitted, with the College of Western Idaho.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____ 2009 and is effective July 1, 2009, by and between Boise State University ("University") and the College of Western Idaho ("CWI"), collectively referred to herein as the Parties.

WHEREAS, CWI was formed as a community college district by the voters in that district on May 22, 2007; and

WHEREAS, the State Board of Education has determined, in the interests of the students and the general public, to transfer the professional-technical component of the University, known as the Selland College, to CWI effective no later than July 1, 2009, pursuant to the terms of an agreement to be called The Selland College Transfer Agreement; and

WHEREAS, until such time as CWI can transfer all of its programs, personnel, furnishings and equipment to facilities not on the University campus, University desires to lease certain premises more fully described herein to CWI and CWI desires to rent same from University;

WHEREAS, this Lease Agreement shall become an addendum to the Selland College Transfer Agreement.

NOW THEREFORE, University and CWI, for good and sufficient consideration set forth below, agree as follows:

ARTICLE 1 – PREMISES AND TERM

University, for and in consideration of the rental payments herein provided and the covenants and agreements herein contained, hereby agrees to lease to CWI approximately 115,097 gross square feet, (the "Premises") more fully described in Exhibit A, attached hereto, for the term beginning July 1, 2009 and ending June 30, 2012 unless sooner terminated or vacated as provided herein.

ARTICLE 2 – USE OF PREMISES

CWI agrees that the premises shall be used and occupied as classrooms, offices, storage and laboratories in a careful, safe and proper manner. CWI shall not use or permit the premises to be used for any purposes prohibited by the laws or regulations of the United States or the State of Idaho and the applicable ordinances of Ada County and the City of Boise. Use of the Premises shall, at all times, be governed by University's policies and procedures as set forth at www.boisestate.edu/policy/. CWI shall not use or keep any substance or material in or about the Premises which may endanger the validity of the insurance on the Premises or increase risk associated with the use or occupancy of the Premises. Further, CWI shall not permit any nuisance in the Premises. Notwithstanding the foregoing, the Parties acknowledge and agree that this Lease Agreement is intended to accommodate the transfer of Selland College programs,

personnel, furnishings and equipment from BSU to CWI, and as such, BSU acknowledges and agrees that any use, substance, or material currently existing in or about the Premises may be continued by CWI under the terms of this Lease Agreement without resulting in any default by CWI; provided, however, CWI at its sole expense, shall be responsible for its own hazardous materials handling, storage and disposal.

ARTICLE 3 – RENTAL PAYMENT

CWI shall pay to University, as rent for the premises, 115,097 gross square feet at \$6.00 per square foot for a total rental payment of \$690,582 per year. Rental payments of \$172,645.50 shall be received in advance by University of the first day of each calendar quarter, July 1, October 1, January 1, and April 1. The rental amount shall be decreased proportionately as Premises are vacated, pursuant to ARTICLE 4 below. Rental payments shall be remitted to the University at the following address:

Treasury Management, Mail Stop 1247
Boise State University
1910 University Drive
Boise, ID 83725-1247

Title to the Premises at all times remains with the State Board of Education on behalf of Boise State University. CWI accepts the Premises in as is condition.

ARTICLE 4 – VACATION OF PREMISES

CWI may, from time to time, vacate portions of the Premises by giving 30 days advance written notice to University describing with specificity the Premises and actual square footage to be vacated. Upon such vacation, the rental payment shall be recalculated based upon the adjusted square footage continuing to be occupied. Such recalculated rental amount shall become effective at the next quarterly payment due University.

CWI covenants that upon vacation of the Premises, the same will be in the condition as originally received, reasonable wear and tear excepted; provided, however, that certain Selland College fixtures, furnishings and equipment being transferred to CWI may be removed from the Premises and in such event, CWI shall not be required to restore the Premises to “like new” condition but shall repair any new damage. CWI shall remove all personal property and shall repair any damage to the Premises caused by such removal. Any damage not repaired by CWI shall be repaired by University, the cost of which shall become due and payable as additional rent 30 days after notice by University. All alterations, additions, improvements, and fixtures that may be made or installed by CWI upon the Premises and which are attached to the floors, walls, or ceilings shall become the property of University at the vacation of the Premises or termination of the Lease.

ARTICLE 5 – ASSIGNMENT AND SUBLETTING

CWI shall not assign this Lease Agreement and shall not sublet the Premises nor will CWI permit the use of the Premises by anyone other than CWI without the prior written consent of University.

ARTICLE 6 – SERVICES, MAINTENANCE AND PARKING

University shall provide and maintain all utilities during the Lease term, including the information technology infrastructure, plumbing, heating and cooling systems, electrical and mechanical devices and fixtures. University shall provide and pay for janitorial services, maintenance and repair of the Premises, including the building interiors, exteriors and all grounds, fixtures and appurtenances furnished by University under this Lease Agreement in order to keep the same in good repair and habitable condition. University shall provide security services through its' Department of Security. The extent of services provided by University pursuant this Lease Agreement are outlined in the FO&M Services, attached hereto as Exhibit "B" and incorporated herein by reference. University shall have the right to enter upon the Premises at reasonable times in order to inspect the same and to perform maintenance and repair, but this right shall be exercised in a manner that does not unreasonably interfere with CWI's use of the Premises.

During the term of the Lease Agreement, CWI employees and students shall be entitled to purchase parking passes from University for the same price and under the same terms and conditions as University's employees and students. For purposes of this paragraph, during the pendency of this Lease Agreement, at the commencement of each semester CWI shall provide to University a list of CWI students enrolled in classes located in the Premises.

ARTICLE 7 – ALTERATIONS

At no time shall CWI be entitled to make any structural or non-structural changes or alterations to the Premises without the prior written approval of University, which approval may be withheld at the sole and absolute discretion of University. This includes, but is not limited to, alterations of the Premises that impacts the exterior appearance of the premises, changes the interior configuration of the Premises or adversely impacts the functioning of the wiring, plumbing, heating, air conditioning, sewer or other similar systems. CWI shall be solely responsible for all costs and expenses for any alterations and improvements approved by the University and made by CWI.

ARTICLE 8 – COMPLETE AGREEMENT AND MODIFICATION

This Lease Agreement, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the

Parties except as set forth herein. No amendment hereto shall have any force or affect whatsoever unless embodied in writing and mutually agreed to by the Parties.

ARTICLE 9 – APPLICABLE LAW

The laws of the State of Idaho and the rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Lease Agreement.

ARTICLE 10 – LIABILITY, INSURANCE AND INDEMNIFICATION

Both the University and CWI are public governmental entities subject to the Idaho Tort Claims Act. Nothing in this Lease Agreement shall be interpreted or construed to alter those provisions or to waive the protections of the Act. The University and CWI agree to indemnify and defend each other from any acts or omissions arising from their respective performances under this Lease Agreement, provided that such indemnity and defense is subject to the limits of and to the extent consistent with, the Idaho Tort Claims Act, I.C. Sections 6-901 *et seq.*, as now or hereafter amended.

CWI shall, at its sole cost and expense, during the entire term hereof, carry and maintain the following insurance, exclusive of any coverage University may carry and in the amounts specified below, or at such other amounts as University shall, from time to time, reasonably request, with insurance companies and in a form satisfactory to University:

A. Public liability and property damage liability insurance with a combined single occurrence limit of not less than \$1,000,000 and including contractual liability insurance applicable to CWI's obligations hereunder. Such insurance shall name University as an additional insured.

B. Fire and extended coverage insurance covering all of CWI's equipment, fixtures, appliances, furniture, furnishings and personal property from time to time in, on, or upon the Premises in an amount not less than the full replacement cost without deduction for depreciation.

C. A copy of each policy or certificate of insurance pertaining to this provision shall be delivered to University within thirty (30) days of the execution of this Lease. Such insurance shall not be cancelable without thirty (30) days prior written notice thereof to University and shall permit CWI to waive its rights of subrogation.

D. CWI and University hereby release each other from any and all liability and responsibility to the other as to any person claiming through or under either by way of subrogation or otherwise for any loss or damage to property caused by any casualty insured by the above-described coverages, even if the loss is caused by the fault or negligence of the other party or by any party for whom the other party is responsible.

ARTICLE 11 – DAMAGE AND DESTRUCTION

In the event the premises are rendered untenable or unfit for CWI's purposes by fire or other casualty, this Lease Agreement will immediately terminate and no rent shall accrue to University from the date of such fire or casualty. In the event the Premises are damaged by fire or other casualty so that there is a partial destruction of the Premises or such damage as to render the premises partially untenable or partially unfit for CWI's purposes, CWI may, upon written notice to University, vacate that portion of the Premises rendered untenable and rent shall be apportioned as set forth in Article 4 above.

ARTICLE 12 – NOTICES

Any notice required or permitted by this Lease Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in a U.S. Mail Depository with sufficient postage attached thereto.

TO UNIVERSITY:	TO CWI:
Boise State University Attn.: President 1910 University Drive Boise, Idaho 83725-1000 (208) 426-1345 (facsimile)	College of Western Idaho Attn.: President 5500 East University Way Nampa, Idaho 83687 (208) _____ (facsimile)
With a Copy To:	With a Copy To:
General Counsel 1910 University Drive Boise, Idaho 83725-1200 (208) 426-1345 (facsimile)	Richard W. Stover Eberle, Berlin, Kading, Turnbow & McKlveen, Chtd. P.O. Box 1368 Boise, Idaho 83701 (208) 344-8542 (facsimile)

Notice of change of address shall be treated as any other notice.

ARTICLE 13 – DISPUTE RESOLUTION:

The parties agree that as two public entities, the advent of litigation between them arising from the terms of this Agreement would not be a good use of public resources. As such the Parties agree that any disputes that arise from this Lease Agreement will be resolved by the appropriate administrators of the Parties. If the administrators cannot resolve the dispute, then the dispute will be referred for resolution to the Chairperson of the CWI Trustees and the President of the University. If they are unable to resolve the dispute, the Parties shall hire a mutually acceptable mediator to help resolve the dispute. If and only if all the above steps are followed in sequence and the dispute remains unresolved shall either party have the right to initiate litigation.

ARTICLE 14 – NO EARLY TERMINATION

Subject to CWI's vacation of premises rights pursuant to Article 4 herein, the lease term set forth in this Lease Agreement shall be fixed and shall not be terminated by either party except in cases of default by a party or by CWI's total vacation of the Premises pursuant to Article 4.

ARTICLE 15 – HOLDING OVER

If CWI fails to vacate the entire Premises upon expiration or sooner termination of this Lease agreement, CWI shall be allowed to continue its tenancy for an additional one year term on the same terms, including Article 4 herein, as the initial term, except for rent, and subject to all the laws of the State of Idaho applicable to such tenancy. The rent to be paid by CWI to University during such continued occupancy after June 30, 2012 shall be \$18.00 per square foot and payable on the same terms as during the initial term. Such amount is deemed and agreed to between the parties as both market based rent as well as compensation to the University for the lost opportunity to improve its campus and expand its program for its students.

If CWI fails to vacate the entire Premises by June 30, 2013, CWI shall be allowed to continue its tenancy for an additional one year term on the same terms, including Article 4 herein, as the initial term, except for rent, and subject to all the laws of the State of Idaho applicable to such tenancy. The rent to be paid by CWI to University during such continued occupancy after June 30, 2013 shall be \$24.00 per square foot and payable on the same terms as during the initial term. Such amount is deemed and agreed to between the parties as both market based rent as well as compensation to the University for the lost opportunity to improve its campus and expand its program for its students.

If CWI fails to vacate the entire Premises by June 30, 2014, CWI shall be allowed to continue its tenancy for consecutive annual terms on the same terms, including Article 4 herein, as the initial term, except for rent. The rent to be paid by CWI to University in any annual term after June 30, 2014 shall not exceed three percent (3%) of the rent over the previous year.

ARTICLE 16 – CWI’S PERSONAL PROPERTY

All personal property of any kind or description whatsoever in the Premises shall be at CWI’s sole risk and University shall not be liable for any damage done to or loss of such property. If CWI shall fail to remove all its effects from the Premises upon the termination of this Lease Agreement for any cause whatsoever, the University shall remove and dispose of at its sole discretion, with no duty to account for such to CWI or credit CWI for any value received and CWI shall bear the full cost of such disposal.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement on the day and year first above written.

BOISE STATE UNIVERSITY

By: _____
Its: _____

COLLEGE OF WESTERN IDAHO

By: _____
Its: _____

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Exhibit A

ATTACHMENT 2

College of Applied Technology Professional Technical Education Space									
Leased Space Calculation - July 1, 2009									
Bldg #	Building Name	Bldg ASF	CWI program space ASF per bldg	percent CWI program space ASF per bldg	Bldg Total GSF - updated 8/08 inventory	CWI space per bldg (GSF) for lease calculation	notes		
	Space Leased to CWI								
28	Technical Services	20,127	8,054	40.01%	29,464	11,790			
29	Engineering Tech	42,991	-	0.00%	63,609	-	All current COAT space to be vacated 6/30/08		
33	Applied Tech	48,514	43,519	89.70%	64,675	58,015			
51	Canyon County Center	49,202	-	0.00%	76,837	-	No lease payment calculated; Assumes transfer of facility to CWI		
52	Diesel Tech	11,239	11,239	100.00%	13,173	13,173			
56	Mechanical Tech	19,945	13,157	65.97%	23,804	15,703			
68	Child Care Development Lab	1,245	1,245	100.00%	1,581	1,581			
75	Culinary Arts	7,359	7,359	100.00%	9,953	9,953			
128	Old Pen Greenhouse	4,835	4,835	100.00%	4,882	4,882	Greenhouse is owned, but land beneath it is leased.		
	Total		89,407			115,097	Total GSF leased to CWI		
						x \$6	annual lease rate		
						\$ 690,581	total annual lease payment		
Notes: ASF=Assignable square feet, the area which is assigned to a specific academic or support function									
GSF=Gross square feet; the total area of a building including all areas which are not assigned such as restrooms, corridors, elevators, stairs and mechanical space And which is used as basis for rental.									

FO&M Services

Normal Services

Maintenance of grounds including snow removal

Maintenance of utilities and distribution systems

Maintenance of buildings

- Preventative maintenance, repair and replacement of:
 - HVAC systems
 - Plumbing systems
 - Electrical systems
 - Life Safety systems (fire protection, generators, reporting equipment)
 - Security systems (burglar alarm)
 - Conveyance systems (elevators, lifts)
 - Fixed furnishings and classroom equipment
 - Roofing systems
 - Building exterior
 - Building interior
- Custodial Services

Administer and maintain campus access control systems

- Locks & keys
- Electronic access control

Recycling Services

Energy management

Trash/solid waste disposal services (excluding Hazardous waste)

Central receiving

Disposal of surplus property

Additional Services Provided on a Recharge Basis

Minor remodeling projects (<\$50,000)

Installation of bulletin boards, chalkboards, and shelving in department space

Special lock and key work such as rekeying

Work connected with a special event, such as setup and cleaning.

Assembly and repair of furniture

Custom furniture and casework

Motor pool rentals and leases

Preventative maintenance and repair of fleet vehicles

Maintenance of items or equipment not owned by BSU

Discretionary replacements or maintenance work (before the normal life expectancy)

Any work performed for an auxiliary

Warehouse storage

Chair and table rental

Moving and hauling services

Central stores sales

Special pickup and deliveries

Other non-maintenance services as required

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

BOISE STATE UNIVERSITY

SUBJECT

Agreement between Boise State University (BSU) and College of Western Idaho (CWI) relating to bond financing of the parking lot on the Nampa campus and provision of a Park-and-Ride system

REFERENCE

December 2008	State Board of Education approved transfer of the West Campus property from Boise State University to the College of Western Idaho.
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APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b

BACKGROUND/DISCUSSION

As part of Boise State University's transfer of the Larry Selland College to CWI, the University shall transfer by deed certain property located on its west campus in Nampa, ID, including a 4.55 acre parking lot ("Parking Lot"). The Parking Lot construction was paid for by student revenue bonds paid by BSU students.

BSU and CWI wish to mutually promote and use the Parking Lot as a Valley Regional Transit Transfer Point and Park-And-Ride ("Park-And-Ride Services") for the benefit of students and employees.

CWI will grant BSU the right for its employees and students to use the Parking Lot for free for the Park-And-Ride services for the term of the agreement. CWI remains responsible for the operation, management and maintenance of the Parking Lot.

In consideration for BSU's continued use of the Parking Lot it shall pay 70% of the semi-annual bond payments due. In consideration of the transfer of the parking improvement to it and use of the Park-And-Ride system, CWI shall pay 30% of the semi-annual bond payments due.

The parties agree to work together to pursue federal funding for a permanent community park and ride location on the CWI campus and to work together for continued operation of the existing Park and Ride Service operated by Valley Regional Transit.

The agreement shall terminate upon the earlier of the maturation and final payment of the bond obligations or May 30, 2023. CWI has the right to terminate earlier on 12 months notice if it repays all outstanding bond obligations.

IMPACT

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 18, 2009

CWI shall pay to BSU an amount representing 30% of the bond obligations on a semi-annual basis. \$490,000 of the original \$640,000 bond remains due in principal balance plus the interest payments of approximately \$130,000. CWI will be responsible for 30% of this which is approximately \$147,000 in principle and \$40,000 in interest.

ATTACHMENTS

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – Parking Lot Property Description	Page 7
Attachment 3 – Bond Financing Obligations	Page 10

STAFF COMMENTS AND RECOMMENDATIONS

In the Transition Agreement approved by the Board in December 2008, CWI assumed the principal obligation to the BSU bonds relating to the parking lot in the approximate amount of \$545,000. At the time it was anticipated that CWI and BSU would subsequently enter into a memorandum of understanding relating to the shared use of the parking lot and the park and ride operation, and that CWI's financial obligation with respect to the parking lot bond would be reduced. This agreement for a Park-and-Ride system reduces the CWI obligation to \$187,000.

This agreement will provide a benefit to BSU and CWI students commuting from the surrounding Treasure Valley and to CWI by reducing their operating and capital expenses.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University to enter into the Memorandum of Agreement relating to bond financing of the parking lot on the Nampa campus and provision of a park-and-ride system with the College of Western Idaho.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**MEMORANDUM OF AGREEMENT
VALLEY REGIONAL TRANSIT TRANSFER POINT AND PARK-AND-RIDE**

THIS MEMORANDUM OF AGREEMENT is made and entered into this _____ day of _____, 2009 and is effective the 1st day of July, 2009 by and between Boise State University (“University”) and the College of Western Idaho (“CWI”), collectively referred to herein as the Parties.

WHEREAS, CWI was formed as a community college district by the voters in that district on May 22, 2007; and

WHEREAS, the State Board of Education has determined, in the interests of the students and the general public, to transfer the professional-technical component of the University, known as the Seland College, to CWI effective no later than July 1, 2009; and

WHEREAS, pursuant to a separate written agreement, entitled “Educational Facility Property Transition Agreement,” which is incorporated herein by reference, University has transferred to CWI certain real property located on its west campus in Nampa, Idaho including an improved parking lot comprising 4.55 acres, more or less, more particularly described on Exhibit A, attached hereto, (the “Parking Lot”); and

WHEREAS, the Parking Lot is encumbered by bond financing, the obligations under which are more fully set forth on Exhibit B, attached hereto and incorporated herein; and

WHEREAS, to encourage the use of mass transportation services to and from each campus, University wishes to cooperate with CWI to use and manage the Parking Lot as a Valley Regional Transit Transfer Point and Park-And-Ride for the benefit of their students and employees;

NOW THEREFORE, the Parties agree upon the following:

1) Grant of Rights: CWI grants to the University, for the benefit of its employees and students, the rights of ingress and egress and an un-restricted license to use the Parking Lot as a Regional Transit Transfer Point and Park-And-Ride. University employees and students using the Valley Regional Transit Park-and-Ride services shall be allowed to park in the Parking Lot free of charge.

2) Payment:

A) In consideration for the continued use of the Parking Lot, University shall pay an amount equal to 70% of the semi-annual bond payment as set forth on Exhibit B.

B) In consideration for the transfer of the property and use of the Valley Regional Transit Park-and-Ride services by CWI students and employees, CWI shall pay an amount equal to 30% of the semi-annual bond payment as set forth on Exhibit B.

C) Payments made by CWI shall be remitted semi-annually, beginning October 1, 2009, then on each April 1st and October 1st thereafter, to Accounts Receivable, Boise State University, 1910 University Drive, Boise, Idaho 83725-1248 and University will be responsible for remitting payments to the bondholders.

3) Operation and Maintenance:

CWI shall be responsible for the operation, management, and maintenance of the Parking Lot and all costs and expenses attributable thereto.

4) Indemnification and Insurance:

Both the University and CWI are public governmental entities subject to the Idaho Tort Claims Act. Nothing in this Memorandum of Agreement shall be interpreted or construed to alter those provisions or to waive the protections of the Act. The University and CWI agree to indemnify and defend each other from any acts or omissions arising from their respective performances under this Memorandum of Agreement, provided that such indemnity and defense is subject to the limits of and to the extent consistent with, the Idaho Tort Claims Act, I.C. Sections 6-901 *et seq.*, as now or hereafter amended.

5) Cooperation:

The parties agree to work together in good faith to pursue federal grant funding for a permanent community park and ride location at the CWI campus.

The parties agree to work together for continued operation of Valley Regional Transit Route #45. To the extent feasible, each party agrees to financially support continued operation of the route in proportion to its constituents' use as calculated, reported and communicated to the parties by Valley Regional Transit.

6) Termination:

This Agreement shall terminate upon maturation and final payment of the bond obligations, but in no event no later than May 30, 2023.

CWI may terminate this agreement upon payment of all outstanding bond obligations and with 12 months written notice given to University no later than August 31 of the year prior to the desired termination date. Notice shall be delivered either in person or sent by registered or certified mail, return receipt requested to the Vice President for Finance and Administration, Boise State University, 1910 University Drive, Boise, ID 83725.

7) Applicable Law:

The laws of the State of Idaho and the rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement.

8) Dispute Resolution:

The parties agree that as two public entities, the advent of litigation between them arising from the terms of this Agreement would not be a good use of public resources. As such the Parties agree that any disputes that arise from this Agreement will be resolved by the appropriate administrators of the Parties. If the administrators cannot resolve the dispute, then the dispute will be referred for resolution to the Chairperson of the CWI Trustees and the President of the University. If they are unable to resolve the dispute, the Parties shall hire a mutually acceptable mediator to help resolve the dispute. If and only if all the above steps are followed in sequence and the dispute remains unresolved shall either party have the right to initiate litigation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

BOISE STATE UNIVERSITY

By: _____
Its: _____

COLLEGE OF WESTERN IDAHO

By: _____
Its: _____

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EXHIBIT A

A parcel of land located in Government Lot 2, and the NE ¼ of the SW ¼, of Section 7, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

A.) **COMMENCING** at the N 1/16 corner common to said Section 7 and Section 12, Township 3 North, Range 2 West, as shown on Record of Survey Instrument No. 9905375, records of Canyon County, Idaho, from which the 1/4 corner common to said Sections bears S.00°38'38"W., 1326.68 feet; thence S.83°20'05"E., 1165.27 feet to the **POINT OF BEGINNING**; thence,

- 1.) N.28°15'34"E., 15.21 feet to the beginning of a tangent curve; thence,
- 2.) Northeasterly along said curve to the right having a radius of 83.50 feet, an arc length of 90.97 feet, through a central angle of 62°25'22", and a chord bearing and distance of N.59°28'28"E., 86.54 feet; thence, tangent from said curve,
- 3.) S.89°18'51"E., 798.64 feet; thence,
- 4.) S.28°38'02"W., 463.67 feet; thence,
- 5.) N.61°22'35"W., 749.76 feet to the **POINT OF BEGINNING**

CONTAINING 4.55 Acres, more or less.

SUBJECT TO: All Covenants, Rights, Rights-of-Way, Easements of Records, and other encumbrances.

REFERENCE: Record of Survey Instrument No. 9905375, records of Canyon County, Idaho,

EXHIBIT "B2" attached, and by this reference, made a part hereof.

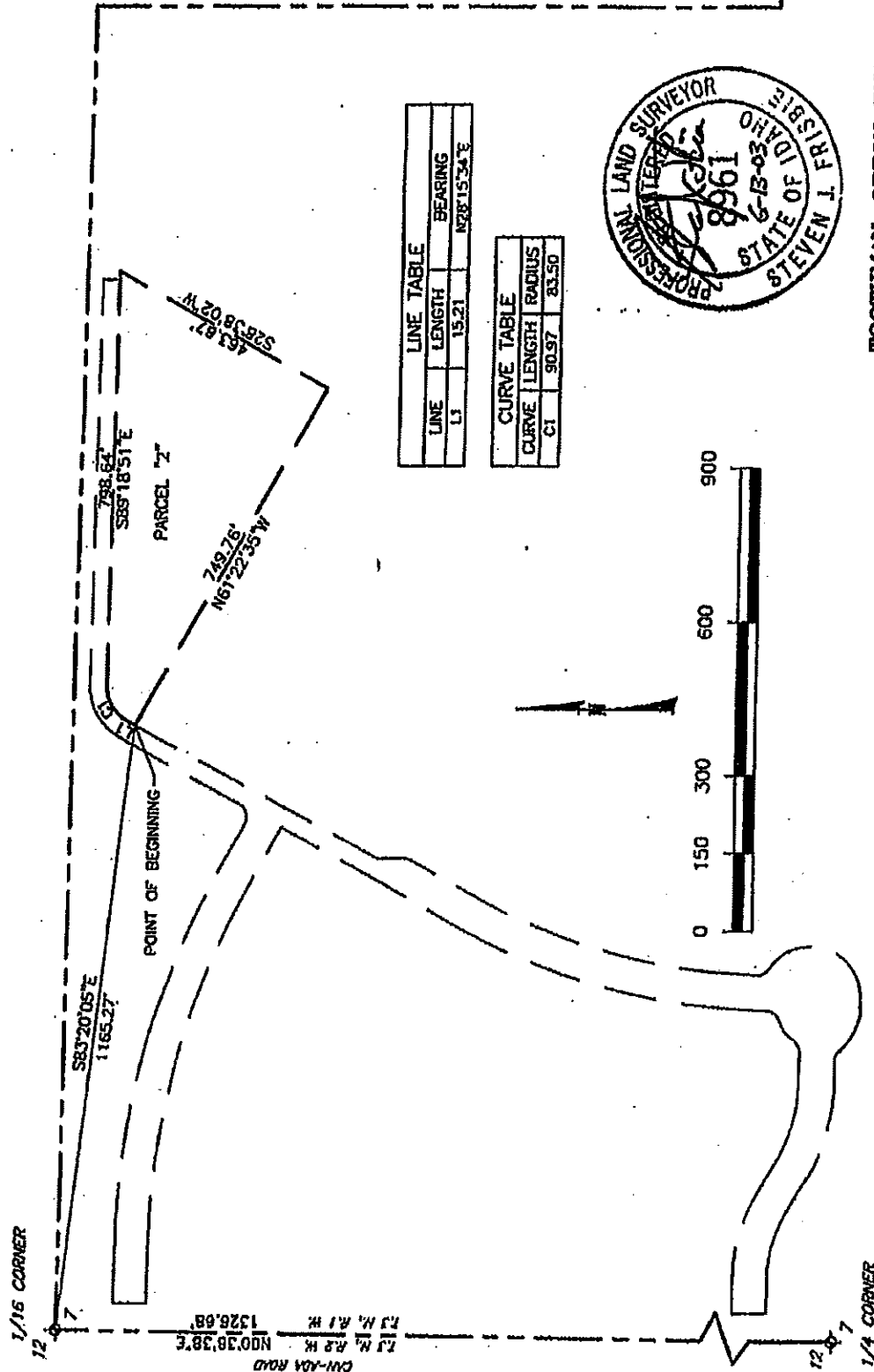
臺灣電力股份有限公司 108年員工福利費預算表



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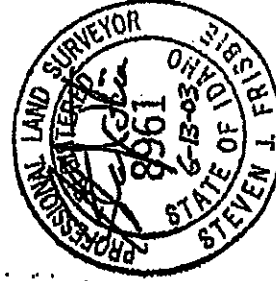
EXHIBIT "B2"

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2, AND THE SE 1/4 OF THE NW 1/4,
OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO
2003



LINE TABLE		
LINE	LENGTH	BEARING
L1	15.21	N28°15'34"E

CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	90.97	83.50



TOOTHMAN-ORTON ENGINEERING CO.

ENGINEERS SURVEYORS PLANNERS
9777 CHINDEN BOULEVARD • BOISE, IDAHO 83714-2008
PHONE: 208-323-2288 • FAX: 208-323-2399
E-FILE 030241-16ccmml.dwg DATE: 05/13/03

Exhibit B

Pmt Date	Fiscal Year	Series 2004-West Campus Parking				
		Principal Balance	Payment			Interest Rate
			Principal	Interest	Total	
		640,000				
04/01/04	2004	640,000		0.00		
10/01/04				17,432.19	17,432.19	
04/01/05	2005	620,000	20,000	13,642.58	33,642.58	4.86%
10/01/05				12,841.88	12,841.88	
04/01/06	2006	595,000	25,000	12,841.87	37,841.87	4.14%
10/01/06				12,529.38	12,529.38	
04/01/07	2007	570,000	25,000	12,529.37	37,529.37	4.21%
10/01/07				12,216.88	12,216.88	
04/01/08	2008	545,000	25,000	12,216.87	37,216.87	4.29%
10/01/08				11,841.88	11,841.88	
04/01/09	2009	520,000	25,000	11,841.87	36,841.87	4.35%
10/01/09				11,466.88	11,466.88	
04/01/10	2010	490,000	30,000	11,466.87	41,466.87	4.41%
10/01/10				11,016.88	11,016.88	
04/01/11	2011	460,000	30,000	11,016.87	41,016.87	4.50%
10/01/11				10,566.88	10,566.88	
04/01/12	2012	430,000	30,000	10,566.87	40,566.87	4.59%
10/01/12				9,816.88	9,816.88	
04/01/13	2013	400,000	30,000	9,816.87	39,816.87	4.57%
10/01/13				9,066.88	9,066.88	
04/01/14	2014	370,000	30,000	9,066.87	39,066.87	4.53%
10/01/14				8,316.88	8,316.88	
04/01/15	2015	335,000	35,000	8,316.87	43,316.87	4.50%
10/01/15				7,441.88	7,441.88	
04/01/16	2016	300,000	35,000	7,441.87	42,441.87	4.44%
10/01/16				6,566.88	6,566.88	
04/01/17	2017	265,000	35,000	6,566.87	41,566.87	4.38%
10/01/17				5,691.88	5,691.88	
04/01/18	2018	225,000	40,000	5,691.87	45,691.87	4.30%
10/01/18				4,691.88	4,691.88	
04/01/19	2019	185,000	40,000	4,691.87	44,691.87	4.17%
10/01/19				3,891.88	3,891.88	
04/01/20	2020	140,000	45,000	3,891.87	48,891.87	4.21%
10/01/20				2,963.75	2,963.75	
04/01/21	2021	95,000	45,000	2,963.75	47,963.75	4.23%
10/01/21				2,018.76	2,018.76	
04/01/22	2022	50,000	45,000	2,018.75	47,018.75	4.25%
10/01/22				1,062.50	1,062.50	
04/01/23	2023	-	50,000	1,062.50	51,062.50	4.25%

640,000.00	319,096.02	959,096.02
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Pmt Date	Fiscal Year	Series 2004-West Campus Parking				
		Principal Balance	Payment			Interest Rate
			Principal	Interest	Total	
		640,000				
04/01/04	2004	640,000			0.00	
10/01/04				17,432.19	17,432.19	
04/01/05	2005	620,000	20,000	13,642.58	33,642.58	4.86%
10/01/05				12,841.88	12,841.88	
04/01/06	2006	595,000	25,000	12,841.87	37,841.87	4.14%
10/01/06				12,529.38	12,529.38	
04/01/07	2007	570,000	25,000	12,529.37	37,529.37	4.21%
10/01/07				12,216.88	12,216.88	
04/01/08	2008	545,000	25,000	12,216.87	37,216.87	4.29%
10/01/08				11,841.88	11,841.88	
04/01/09	2009	520,000	25,000	11,841.87	36,841.87	4.35%
10/01/09				11,466.88	11,466.88	
04/01/10	2010	490,000	30,000	11,466.87	41,466.87	4.41%
10/01/10				11,016.88	11,016.88	
04/01/11	2011	460,000	30,000	11,016.87	41,016.87	4.50%
10/01/11				10,566.88	10,566.88	
04/01/12	2012	430,000	30,000	10,566.87	40,566.87	4.59%
10/01/12				9,816.88	9,816.88	
04/01/13	2013	400,000	30,000	9,816.87	39,816.87	4.57%
10/01/13				9,066.88	9,066.88	
04/01/14	2014	370,000	30,000	9,066.87	39,066.87	4.53%
10/01/14				8,316.88	8,316.88	
04/01/15	2015	335,000	35,000	8,316.87	43,316.87	4.50%
10/01/15				7,441.88	7,441.88	
04/01/16	2016	300,000	35,000	7,441.87	42,441.87	4.44%
10/01/16				6,566.88	6,566.88	
04/01/17	2017	265,000	35,000	6,566.87	41,566.87	4.38%
10/01/17				5,691.88	5,691.88	
04/01/18	2018	225,000	40,000	5,691.87	45,691.87	4.30%
10/01/18				4,691.88	4,691.88	
04/01/19	2019	185,000	40,000	4,691.87	44,691.87	4.17%
10/01/19				3,891.88	3,891.88	
04/01/20	2020	140,000	45,000	3,891.87	48,891.87	4.21%
10/01/20				2,963.75	2,963.75	
04/01/21	2021	95,000	45,000	2,963.75	47,963.75	4.23%
10/01/21				2,018.75	2,018.75	
04/01/22	2022	50,000	45,000	2,018.75	47,018.75	4.25%
10/01/22				1,062.50	1,062.50	
04/01/23	2023	-	50,000	1,062.50	51,062.50	4.25%

640,000.00	319,096.02	959,096.02
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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

UNIVERSITY OF IDAHO

SUBJECT

Wallace Residence Center Fire Detection, Alarm and Suppressions System Improvements

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/DISCUSSION

This is an initial request for Regent's Authorization to implement planning and design phase work towards an eventual series of improvements to the Fire Detection, Alarm and Suppressions Systems of the Wallace Residence Center located on the main campus of the University of Idaho, Moscow, Idaho.

At this time the University's request is limited to the planning and design phases. This request is based upon an initial feasibility investigations performed by the University.

The University's Wallace Residence Center (WRC) was completed and occupied in 1964. The Fire Detection, Alarm and Suppressions Systems in the WRC are old, out-dated and many necessary replacement parts are no longer available.

The existing conditions are similar to those which the University experienced at Theophilus Tower. A highly successful retrofit and improvement to the systems in the Theophilus Tower was initiated in 2006 and completed in 2007. The University expects to pattern the anticipated improvements in the WRC after the work accomplished in Theophilus Tower.

Initial investigations by the University indicate that the cost of requisite improvements to the Fire Detection, Alarm and Suppressions System in the WRC to be \$1,800,000. The current state of the existing systems and the large size of the WRC lead to this estimate.

At this time the University is requesting authorization to proceed with the planning and design phase for these improvements. Planning and design costs are estimated at \$75,000.

Funding for the construction phase(s) will be developed based upon the cost and scope information developed through planning and design.

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As the planning and design phase moves forward, the University will report any variations or deviations from this project cost estimate, if any. The University will return to the Board at such time that required construction phase funds have been raised to seek construction phase authorization prior to proceeding beyond the planning and design phases.

The project is fully consistent with the university's strategic plan, and the university's Long Range Capital Development Plan (LRCDP).

IMPACT

Immediate fiscal impact of this effort is \$75,000. The project fund source is University housing reserves set aside for this specific and intended purpose.

The eventual, future fiscal impact of the total project, should further authorization be granted for the construction phase, is estimated at \$1,800,000.

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$ 0
Federal (Grant):	0	A/E & Consultant Fees	70,000
Other (State & UI)	75,000	Contingency	5,000
Total	\$ 75,000	Total	\$ 75,000

ATTACHMENTS

Capital Project Tracking Sheet

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The source of funds will be housing auxiliary services reserves.

Staff recommends approval.

BOARD ACTION

A motion authorizing the University of Idaho to proceed with the planning and design phases only of a Capital Project for the Wallace Residence Center Fire Detection, Alarm and Suppressions System Improvements, at a cost not to exceed \$75,000, to be funded from University housing reserves. Authorization includes the authority to execute all necessary and requisite contracts to implement the planning and design phase of the project.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
 As of June, 2009

History Narrative

1 Institution/Agency: University of Idaho **Project:** Wallace Residence Center Fire Detection, Alarm and Suppressions System Improvements, University of Idaho, Moscow, Idaho

2 Project Description: Design phase work towards an eventual series of improvements to the Fire Detection, Alarm and Suppressions Systems of the Wallace Residence Center located on the main campus of the University of Idaho, Moscow, Idaho.

3 Project Use: Project will improve and upgrade the Fire Detection, Alarm and Suppressions Systems of the Wallace Residence Center, University of Idaho, Moscow, Idaho. Initial project Authorization request is for planning and design phase. Total Project Cost to include future construction phase is estimated to be \$1,800,000

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	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 70,000	\$ -	\$ 5,000	\$ 75,000
History of Revisions:								
Total Project Costs	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 70,000	\$ -	\$ 5,000	\$ 75,000

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 Only, Jun 09			\$ 75,000				\$ 75,000	\$ 75,000
Total	\$ -	\$ -	\$ 75,000	\$ -	\$ -		\$ 75,000	\$ 75,000

27 * University of Idaho Housing reserve and maintenance funds set aside for this purpose . 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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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

UNIVERSITY OF IDAHO

SUBJECT

Amendment to University of Idaho Faculty Staff Handbook policy regarding intellectual property

REFERENCE

November 2006	Approval of comprehensive amendments to University's Faculty Staff Handbook (FSH) policy section 5300 on "Copyrights, Protectable Discoveries and Other Intellectual Property Rights."
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April 2008	Approval of amendments to FSH 5300 to reflect changes in technology transfer duties.
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APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.M.2.c.

BACKGROUND/DISCUSSION

Board policy requires Board approval of amendments to the University's policy on intellectual property. This is a minor amendment that modifies the current policy to address new public access requirements for certain federal grants.

The 2008 Consolidated Appropriations Act included a section directing the National Institutes of Health (NIH) to require all investigators funded by NIH to submit manuscripts to the National Library of Medicine's public access database PubMed Central. (Division G, Title II, Section 218 of PL 110-161, Consolidated Appropriations Act, 2008). NIH is the first federal granting entity to mandate public access of research results. It is anticipated that similar requirements may follow for other federal granting entities. More information about the NIH program is available on its website for public access: <http://publicaccess.nih.gov/>.

The University's intellectual property policy grants copyright in publications authored in the course of research to the individual author (with limited exceptions). In order to ensure that the University can comply with the new requirement at an institutional level, rather than entering into individual agreements with each researcher, the University proposes to amend its copyright policy to grant to the University a non-exclusive license for the sole purpose of complying with public access mandates in law and policy.

This change will not prevent an author from entering into publishing agreements with research journals, or other publications. However, where public access is

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mandated by federal law or policy, the author's rights to their copyrighted work will be subject to this non-exclusive license.

This proposed change has been presented to the Faculty Council and has gone through the University's policy approval process as a minor amendment made to make the policy consistent with controlling legal authority.

IMPACT

This amendment allows for institutional compliance with public access requirements for research publications, where applicable. There is no fiscal impact associated with this amendment.

ATTACHMENTS

Attachment 1 – Proposed Amendments

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to amend the Faculty Staff Handbook section 5300 in substantial conformance to the amendments submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

5300

COPYRIGHTS, PROTECTABLE DISCOVERIES AND OTHER INTELLECTUAL PROPERTY RIGHTS

PREAMBLE: This section outlines UI policy concerning copyrights, as they arise from university research. Particularly this section discusses the assignment of ownership to such copyrights. This section was part of the 1979 Handbook but was revised in a significant way 1) in July of 1992 to reflect changes in applicable federal law, 2) in January of 1995 by the addition of subsection C-5 to reflect the change in the Regents' intellectual property and conflict of interest rule (former IDAPA 08.01.09.101.03c), and 3) in 2007 to update terminology and add clarity to the rights and obligations of the University and of its employees and students in dealing with intellectual property, and in 2008 edited to reflect the restructuring of technology transfer functions from Idaho Research Foundation to the Office of Technology Transfer.. Unless otherwise noted, the text is as of July 1996. For more information, contact the Research Office (208-885-6651). [ed. 7-98, rev. 2-07, 4-08]

CONTENTS:

- A. Introduction
- B. Copyrights
- C. Protectable Discoveries
- D. Dispute Resolution
- E. Special Arrangements for Federal, State, and Private Grants
- F. Record-Keeping

A. INTRODUCTION. The UI encourages the creation of scholarly works as an integral part of its mission. UI participation in the development, marketing, and dissemination of educational materials has as its aim the improvement of the quality, effectiveness, and efficiency of student learning and of faculty and staff development. The UI recognizes its obligation to transfer technology and useful discoveries to society. With respect to all types of intellectual property, the rights and obligations of UI, its employees and students and other third parties shall be governed by this policy. To the extent permitted by this policy, individuals may enter into contracts with UI to address intellectual property, in which case the contract terms shall control, provided that the contract was entered into in a manner consistent with this policy.

A-1. DEFINITIONS. For purposes of this Section 5300 and Section 5400, the following terms shall have the following meanings:

- a. "electronic" shall mean relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
- b. "written" or "in writing" shall include information created, generated, sent, communicated, received, or stored by electronic means, including without limitation email, telecopy, and facsimile transmissions.
- c. "natural person or persons" means natural person or persons involved in the creation or development of intellectual property.

B. COPYRIGHTS. UI participation in the development of copyrightable works raises questions concerning the ownership and use of materials in which UI has become an active and intentional partner through substantial investment of resources. This policy is established to clarify the rights of the natural person or persons and the UI regarding ownership and use of copyrightable materials in the absence of a valid written agreement between the natural person or persons and UI. The UI acknowledges the right of faculty and staff members and students to prepare and publish materials that are copyrightable in the name of the natural person or persons and that may generate royalty income for the natural person or persons. (In this policy, "the natural person or persons" is to be construed broadly as including producers of creative works in the arts and sciences and creators of literary or scholarly writing.)

B-1. Coverage. The types of materials to which this policy applies include:

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February 2007

- a. Study guides, tests, syllabi, bibliographies, texts, books, and articles.
- b. Films, filmstrips, photographs, slides, charts, transparencies, illustrations, and other visual aids.
- c. Programmed instructional materials.
- d. Audio and video recordings.
- e. Simultaneously recorded live audio and video broadcasts.
- f. Dramatic, choreographic, and musical compositions.
- g. Pictorial, graphic, and sculptural works.
- h. Computer software, including computer programs, procedural design documents, program documents, and databases as defined below: *[ed. 7-00]*
 - (1) “Computer program” means a set of instructions that direct a computer to perform a sequence of tasks.
 - (2) “Procedural design document” refers to material that describes the procedural steps involved in the creation of a computer program.
 - (3) “Program document” refers to material created for the purpose of aiding the use, maintenance, or other interaction with a computer program.
 - (4) “Data base” means a collection of data elements grouped together in an accessible format.
- i. Other copyrightable materials, including materials generated in the production of any of the above works.

B-2. Assignment of Ownership. Faculty, staff members, and students retain all rights in the copyrightable materials they create except in the cases of “UI-Sponsored Materials” as defined in Subsection B-2-b below, [materials subject to grant of a non-exclusive license to UI for public access as described in Subsection B-2-c below](#), materials covered by a Grant or Contract as discussed in Subsection E below, and materials covered by a valid written agreement between the natural person or persons and the UI as discussed in Subsection B-5 below. Faculty members, staff members, and students shall co-operate with reasonable requests from UI for the creation of any documents and records needed to vest and memorialize UI’s rights, if any.

a. Retention of Rights. Except as otherwise provided in Subsection B-2-b [and B-2-c](#), the natural person or persons retain the rights to: (1) copyrightable works produced while on sabbatical leave; (2) study guides and similar materials; and (3) works prepared as part of the general obligation to produce scholarly or other creative works of the natural person or persons, such as, but not limited to articles, books, musical compositions, and works of art.

b. UI-Sponsored Materials. Materials are “UI-Sponsored Materials” within the meaning of this policy if the natural person or persons: (1) was commissioned specifically in writing by UI or one of its distinct units to develop the material as part of his or her employment duties and the writing states that the resulting works would be considered “UI Sponsored”; (2) received extra pay from UI to prepare the specific materials pursuant to a valid written agreement providing that the extra pay is consideration for the preparation of the specific materials; (3) received release time from regular duties to produce the specific materials; or (4) made “substantial use” of UI resources in the creation or development of the specific materials, provided however that the use of UI resources regularly and customarily available to him/her as part of his/her regular employment or as part of his/her regular academic enterprise, shall not be considered “substantial use” of UI

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resources.

c. University Non-exclusive License for Public Access. In order to permit UI to comply with public access mandates established by federal law or federal agency or university policy (e.g. the National Institutes of Health Public Access Policy, Division G, Title II, Section 218 of PL 110-161 [Consolidated Appropriations Act, 2008]) and related terms and conditions of research agreements, faculty, staff, and students accepting research grants or contracts from, and conducting research from United States federal agencies shall grant UI an irrevocable, non-exclusive, non-transferable, non-commercial, royalty-free license in copyrightable materials produced as a result of such research, such license to be used solely to comply with public access mandates. This grant of non-exclusive license is deemed by UI to be a special arrangement for federal grants and contracts, per Subsection E below, and is not subject to the disposition of rights described in B-2-b or to negotiation under Section B-5 below.

B-3. Registration of Copyrightable Materials. Absent a valid written agreement otherwise, UI Sponsored Materials are to be registered in the name of the Regents of the University of Idaho or its' assignee. UI or its designee has the right to file registrations of UI Sponsored copyrightable works.

B-4. Royalties and Income.

a. Out of the gross receipts from royalties and other income from sale or rental of UI Sponsored Materials, the UI, college, department, other unit, or UI's designated agent may recover reasonable expenses that it incurred in the development, marketing, or dissemination of the materials.

b. Absent a valid written agreement to the contrary, the net proceeds are distributed as follows: 40 percent to the natural person or persons, 40 percent to UI or its designated agent, and 20 percent to the 'college or service unit of the natural person or persons. At least half of the share allocated to the college or other unit is given to the department of the natural person or persons for use in furtherance of its goals.

c. UI retains a right to royalty-free internal use of any materials designated UI Sponsored under this policy.

B-5. Written Agreements.

a. The provost represents UI in negotiating agreements with the natural person or persons pursuant to this policy. The natural person or persons of copyrightable material may negotiate with the provost and arrive at a mutually agreeable contract. The provost consults with the dean or departmental administrator of the department of the natural person or persons in drafting these agreements. (For purposes of this policy, "dean" includes persons with equivalent administrative capacities.)

b. Valid written agreements concerning copyright ownership, use of copyrighted materials, and distribution of royalties and income from copyrightable works which are entered into by one or more natural person or persons and the provost supersede the provisions of this Section 5300. ' To be valid, such agreements must (1) comply with the terms of any relevant Grants or Contracts as discussed in Subsection E below, (2) comply with the policies of the UI Board of Regents, and 3) comply with Idaho state and federal law. [rev. 4-08]

B-6. Use of UI-Sponsored Materials. Use of UI Sponsored Materials under this policy is subject to the following conditions:

a. Internal Use. Internal use is use by anyone employed by UI, or attending the UI as a student, while acting within the scope of his or her employ or academic enterprise, or any agent of UI acting within the scope of his or her agency, either directly or through a grant or contract, or by any UI unit. Internal use of UI Sponsored Materials for the same general purpose for which they were developed, and revision of such materials, do not require the prior approval or notification of any of the natural person or persons. However, for as long as any natural person or persons involved in the creation or development of UI Sponsored

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Materials remains a UI employee or student, such natural person or persons may, in a professionally appropriate manner, propose revisions of the material.

b. External Use. External use is any use other than that defined in Subsection B-6-a. above. Licensing or sale of UI Sponsored Materials for external use must be preceded by a valid written agreement between the natural person or persons and UI or the UI's designated agent specifying the conditions of use, and including provisions concerning updating or revision of the materials.

B-7. Protection.

a. Allegations of unauthorized use or copyright infringement of UI Sponsored Materials should be made to the Intellectual Property Committee for investigation. The committee will recommend appropriate action to the provost.

b. If such action is initiated by UI alone or in concert with the natural person or persons, the costs are borne by UI or UI's agent. Proceeds from the action in excess of costs are shared as provided in Subsection B-4-b.

c. If the natural person or persons involved in the creation or development of the allegedly infringed intellectual property desires to institute a suit and UI decides not to act, UI will co-operate either by assigning to the natural person or persons such rights as are necessary for the natural person or persons to pursue redress or by some other reasonable method acceptable to UI. The costs of the suit will be born by the natural person or persons desiring to sue, who will also obtain any monetary relief obtained from the alleged infringer due to the prosecution of the suit.

B-8. Liability. When either UI or the natural person or persons involved in the creation or development of materials copyrighted by UI or its assignee is alleged to have violated personal or property rights, UI or its designated agent assumes responsibility for the defense against such allegation and the satisfaction of any judgment rendered against UI or the natural person or persons except insofar as liability of governmental entities is limited by Idaho Code 6-903 as currently written or later amended.

B-9. Waiver. Any person involved in the development of copyrightable materials governed by Section 5300 B waives any claim that otherwise legal use of the material by UI, its agents, employees, or distinct units, creates legal liability by UI, its agents, employees, or distinct units on any theory of indirect liability for allegedly infringing actions of third parties. [*ed. 4-08*]

C. PROTECTABLE DISCOVERIES. "Protectable Discoveries," for purposes of this Section 5300 is defined to include anything which might be protected by utility patent, plant patent, design patent, plant variety protection certificate, maskwork, or trade secret. All Protectable Discoveries made by UI employees at any of its facilities in the course of programs carried on by UI or made by persons in the course of working on such programs or projects under contracts or agreements with UI belong to UI. The natural person or persons involved in the creation or development of such Protectable Discoveries shall assign to UI all such (1) Protectable Discoveries, (2) applications for legal protection of such Protectable Discoveries, and (3) utility patents, plant patents, design patents, and plant variety protection certificates resulting from such Protectable Discoveries. Absent a valid written agreement to the contrary, any Protectable Discoveries made by UI employees or such other natural person or persons identified above with the use of facilities (other than library resources, normal office use, incidental use of the UI internet network consistent with UI internet use policy, and other facilities for which the person has paid use fees) owned by UI or made available to it for project or research purposes are deemed to have been made in the course of working on a research program or project of UI.

C-1. Ownership by Other Than UI. A Protectable Discovery made by a natural person or persons wholly on his or her own time outside of his or her duties at UI and without the use of UI facilities (other than library resources, normal office use, incidental use of the UI internet network consistent with UI internet use policy, and other facilities for which the person has paid use fees) belongs to that natural person or persons, even

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though it falls within the field of competence relating to the person's UI position. This provision also allows any Protectable Discovery made by a natural person or persons in the course of private consulting services carried out by the person in conformance with the UI's policy on professional consulting and additional workload [see 3260] to be assigned to the consulting sponsor.

C-2. UI Processes. All Protectable Discoveries made by a natural person or persons in the course of working on a UI research program or project must be submitted to the Office of Technology Transfer (OTT). If a Protectable Discovery is accepted by OTT for development, management, marketing, licensing, or assignment in any manner for the purposes of this policy, OTT must ensure that such property is conveyed, assigned, or transferred to UI. OTT shall have full power to manage such rights and to enter into contracts and licenses concerning such rights, including the right to join in agreements with other nonprofit intellectual property-management entities. *[rev. 7-97, 7-06, 4-08]*

a. Upon submission of intellectual property to OTT, OTT must make a formal written decision to pursue commercialization for that property within three months. If OTT does not file for protection of the intellectual property within eighteen months of the date the disclosure was submitted, the rights shall be evaluated for return to the inventors. If OTT submits a provisional patent application for intellectual property protection, a "full" and non-provisional patent application must be submitted within nine months of the date of the submission of the provisional patent. *[add. 7-97; ed. 7-98, rev. 4-08]*

b. The OTT shall submit semi-annual reports, as long as UI owns the property, to both the inventor/natural person or persons of and to the college or center where the inventor(s) are located. The report will include on 1) the status of the application until such time that protection is granted, 2) the marketing activities for the property being serviced, and 3) an accounting for funds received from the property. In the event that OTT has been unsuccessful in transferring a property or filing a patent application within three years after its first acceptance, OTT must notify the college or center and inventor(s) in writing. *[add. 7-97, rev. 7-06, 4-08]*

c. If OTT determines not to pursue commercialization of a Protectable Discovery, the University may elect, subject to controlling federal law, including but not limited to 37 CFR 401 ("Bayh-Dole"), to reconvey, assign and transfer the Protectable Discovery to the natural person or persons (inventors) involved in the creation of the intellectual property. *[rev. 4-08]*

C-3. Proceeds. OTT will make provision to share the net proceeds, management, and licensing of any Protectable Discovery as follows: *[ed. 4-08]*

a. Legal and development expenses incurred by OTT will be reimbursed first out of the net proceeds, prior to any distributions. *[rev. 4-08]*

b. Absent a valid written agreement to the contrary, the net proceeds in excess of legal and development expenses shall be distributed as follows: 40 percent to the natural person or persons; 40 percent to OTT; and 20 percent to the college or service unit of the natural person or persons. At least half of the share allocated to the college or other unit is given to the department of the natural person or persons for use in furthering its goals. *[rev. 4-08]*

C-4. Ownership Questions. Questions as to the ownership of a Protectable Discovery or division of proceeds between persons involved in development of such discoveries and departments are referred in the first instance to the Intellectual Property Committee. The disputes will be decided in accordance with Section 5300(D).

D. DISPUTE RESOLUTION. From time to time, disputes will inevitably occur concerning ownership of the intellectual property (copyrights and Protectable Discoveries) contemplated in this Section 5300. Resolution of such disputes shall be achieved by the following procedure:

D-1. Intellectual Property Dispute Committee. The Intellectual Property Dispute Committee (IPD Committee) shall be an Ad Hoc Committee formed when necessary by appointments made by the Provost, in

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consultation with the Chair of Faculty Council and the President of the Graduate and Professional Student Association (GPSA). Normally the IPD Committee shall be composed of five faculty members and two graduate students. The Provost shall appoint the chair from among the faculty members. In the event the GPSA shall fail to appoint one or more student members, the IPD Committee may nonetheless be formed by the Provost and conduct business without the GPSA student representatives.

D-2. Recommendation by the Intellectual Property Dispute Committee. The IPD Committee considers, investigates, and makes recommendations toward resolution of disputes concerning (1) ownership of copyrightable materials and Protectable Discoveries, and (2) allegations or unauthorized use or copyright infringement of UI Sponsored Materials. It reviews all relevant evidence submitted to it before making its recommendation to the provost. The IPD Committee's recommendation is to be made no later than 60 days after receiving the matter for consideration. The IPD Committee's recommendation is determined by a majority of all its members voting by secret ballot at a meeting at which over one-half its appointed members are present. No member may participate in any matter in which his or her ownership rights are being determined.

D-3. Decision by the Provost. After receiving the recommendation of the IPD Committee, the provost makes a decision concerning ownership or infringement. The provost's decision is made no later than 30 days after receiving the IPD Committee's recommendation. That decision is transmitted in writing to the natural person or persons and to his or her departmental administrator and dean.

D-4. Appeal of the Decision of the Provost. The decision of the Provost may be appealed to the President of the University. Further appeals shall be made as from any other decision of an administrative body under the laws of the State of Idaho in effect from time to time.

E. SPECIAL ARRANGEMENTS FOR FEDERAL, STATE, AND PRIVATE GRANTS. Nothing in this policy shall prevent UI from accepting research grants from, and conducting research for, agencies of the United States upon terms and conditions under applicable provisions of federal law or regulations that require a different disposition of rights in any form of intellectual property. Moreover, nothing herein shall prevent cooperative arrangements with other agencies of the state of Idaho for research. Where receipt of a grant in support of research from any nonprofit agency or group may be dependent upon acceptance of terms and conditions of the established intellectual property policy of the grantor that differ from those stated herein, UI may specifically authorize acceptance of such grant upon such terms and conditions. UI may also specifically authorize contractual arrangements with an industrial sponsor for different disposition of rights in any form of intellectual property resulting from its sponsored research.

F. RECORD-KEEPING. See Section 5500 for record-keeping procedures that are recommended in order to safeguard the property rights of UI or the faculty member in research and potentially patentable results.

[For form of employment agreement concerning patents, see 5400.]

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

UNIVERSITY OF IDAHO

SUBJECT

Niccolls Family and Consumer Sciences Building, renovations and improvements

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedure, Section, V.K.1 & V.K.2

BACKGROUND/DISCUSSION

This is an initial request for Regent's authorization to implement planning and design phase work towards an eventual series of architectural, mechanical, and electrical renovations and improvements to the Niccolls Family and Consumer Sciences Building located on the main campus of the University of Idaho.

At this time, the University's request is limited to the planning and design phases. This request is based upon an initial feasibility study commissioned by the University.

The University's Niccolls Family and Consumer Sciences Building was completed and occupied in 1955. It is now 54 years old and there have been no substantive renovations or improvements since the original construction. Fixtures and systems have degraded over time and are in need of update and/or replacement. In addition, social and cultural shifts since the 1950's highlight the need to renovate programmatic teaching spaces which are no longer suited for today's environment or needs.

Recently, the University commissioned Design West Architects, Nampa, Idaho, to conduct an initial feasibility study for desired architectural, mechanical, and electrical renovations and improvements to three spaces within the Niccolls Family and Consumer Sciences Building. Those spaces are:

- Food Preparation Laboratory
- Child Development Laboratory
- Creation of a Technology Enabled Classroom

The study provided a menu of renovation and improvement options that, if implemented in full for these three spaces, would result in a total capital project cost of \$1,250,000. Since the receipt of the Design West feasibility study, the University has worked to raise private development gift funds for the purpose of allowing this set of improvements to proceed. To date, the University has raised in excess of \$600,000 towards its goals.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 18, 2009

At this time, the University is requesting authorization to proceed with the planning and design phase for these renovations and improvements. Planning and design costs are estimated at \$125,000.

It is the intent of the University to proceed with planning and design in parallel with continuing efforts to raise the private development gift funds necessary to complete the construction phase of the project.

As the planning and design phase moves forward, the University will report any variations or deviations from this project cost estimate, if any. The University will return to the Regents at such time that required construction phase funds have been raised to seek construction phase authorization prior to proceeding beyond the planning and design phases.

The project is fully consistent with the university's strategic plan, specifically, Goal One, Teaching and Learning Activity, and Goal Three, Outreach and Engagement, and the University's Long Range Capital Development Plan (LRCDP).

IMPACT

Immediate fiscal impact of this effort is \$125,000. The project fund source is private donations designated specifically for this project.

The future fiscal impact, again from gift funds and provided that such funds are raised and further authorization is granted for the construction phase, would be approximately \$1,250,000.

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$ 0
Federal (Grant):	0	A/E & Consultant Fees	110,000
Other (State & UI)	<u>125,000</u>	Contingency	<u>15,000</u>
Total	\$ 125,000	Total	\$ 125,000

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

Page 4

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOARD ACTION

A motion authorizing the University of Idaho to proceed with planning and design for the renovations and improvements of the Niccolls Family and Consumer Sciences Building, at a cost not to exceed \$125,000, to be funded with gift funds. Authorization includes the authority to execute all necessary and requisite contracts to implement the planning and design phase of the project.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of June, 2009

History Narrative

- 1 Institution/Agency:** University of Idaho **Project:** Niccolls Family and Consumer Sciences Building Renovations and Improvements, University of Idaho, Moscow, Idaho
- 2 Project Description:** Design phase work towards an eventual series of renovations and improvements to the Niccolls Family and Consumer Sciences Building located on the main campus of the University of Idaho, Moscow, Idaho.
- 3 Project Use:** Project will renovate and improve three spaces within the Niccolls Family and Consumer Sciences Building, University of Idaho, Moscow, Idaho. The spaces to be improved are the Food Preparation Lab, Child Development Lab, and an existing Classroom to create a state of the art technology-enabled Classroom Initial project Authorization request is for planning and design phase. Total Project Cost to include future construction phase is eventually estimated to be \$1,250,000
- 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	\$ -	\$ -	\$ 125,000	\$ 125,000	\$ 110,000	\$ -	\$ 15,000	\$ 125,000
History of Revisions:								
Total Project Costs	\$ -	\$ -	\$ 125,000	\$ 125,000	\$ 110,000	\$ -	\$ 15,000	\$ 125,000

	PBF	ISBA	* Other Sources of Funds				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other			
History of Funding:								
Initial Authorization Request, Design Phase Only, Jun 09			\$ 125,000				\$ 125,000	\$ 125,000
Total	\$ -	\$ -	\$ 125,000	\$ -	\$ -		\$ 125,000	\$ 125,000

* Privately developed gift revenue raised specifically for this purpose. 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.

** Project Contingency

BUSINESS AFFAIRS AND HUMAN RESOURCES
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UNIVERSITY OF IDAHO

SUBJECT

Building management services contract for the Idaho Water Center, Boise

REFERENCE

March 2004	Idaho Water Center (IWC) Leasing, Operations, and Maintenance Contract (Information Only) – The University of Idaho presented a pending Requests for Qualifications for building management services at the IWC.
January 2005	The Regents approved a contract with Colliers to provide building management services at the Idaho Water Center.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a

BACKGROUND/DISCUSSION

The original contract with Colliers Paragon, LLC (Colliers) allowed for one base year of operations, plus up to four additional one-year options. Colliers performed well, and the University exercised the option each year. The final option year of the current contract expires on June 30, 2009.

The University publicly advertised a Request for Qualifications (RFQ) in January 2009, seeking interest in the next five-year contract (again envisioned as a base year contract plus four option years). Two firms submitted materials in response to the RFQ. A selection committee found both firms well qualified and interviewed both in March.

Colliers was rated the top firm with notable strengths including admirable past performance as the current building management team, exceptional knowledge of building systems and operations, strong history of improving building energy performance, and consistently bringing operating costs in under budget. The University has since negotiated contract terms, as well as established the building operating budget for the base year of the anticipated contract.

The contract provides for all building operations, maintenance, and routine repairs, to include janitorial, custodial, and security services. Building reception, service call management, and commercial utility billing and reporting are also included. The contract is structured to cover all operating costs, plus a flat rate management fee. Total contract costs are in the range of \$4.38 per square foot per year, to include all utilities. The University believes that continued

BUSINESS AFFAIRS AND HUMAN RESOURCES
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outsourcing of the building management function best serves the University's need for economical and efficient building operations.

IMPACT

The contract covers the operating budget for the building, valued at \$903,462 for FY10. The costs are billed proportionately among the condominium owners, the U.S. Forest Service (approx 10% share) and the University of Idaho, on behalf of the state of Idaho (approx 90% share). The University recovers a majority of its expenses from the tenants leasing space from the University (ISU, CH2M Hill, and the Idaho Dept of Water Resources). Contract amounts for subsequent years will be based on the budget to be submitted by Colliers and subject to approval by the University.

The University will cover its proportionate share of the costs associated with this contract out of existing operating funds.

ATTACHMENTS

Attachment 1 – Proposed Contract

Page 3

Attachment 2 – FY10 Operating Budget

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STAFF COMMENTS AND RECOMMENDATIONS

The monthly management fee is comparable to the fee included in the current contract. The contract appears similar to the agreement approved by the Board in 2005.

Staff recommends approval.

BOARD ACTION

A motion to approve the Management Agreement for building management services at the Idaho Water Center between University of Idaho and Colliers Paragon, LLC, in substantial conformance to the form submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2009, by and between the Regents of the University of Idaho a public corporation, state educational institution, and a body corporate organized and existing under the Constitution and laws of the state of Idaho (herein after called "Institution"), whose address is P.O. Box 443168, Moscow, Idaho 83843-3168 and Colliers Paragon, LLC, (hereinafter called "Manager") whose address is 755 W. Front St., Suite 300 Boise, ID 83702.

RECITALS

The Property is known as the Idaho Water Center (hereinafter called "Property"), together with all improvements erected thereon and all personal property of the Institution located thereon.

Manager is licensed to manage real estate in the State of Idaho and is in the business of managing and operating real estate.

The Institution desires to appoint Manager to manage the day-to-day operations of the Property consistent with Institution's objectives of maximizing the Property's economic value.

This Agreement is entered into to set forth the terms on which Manager will manage the Property.

NOW THEREFORE, incorporating the Recitals as set forth above, and in consideration of the mutual covenants herein contained, Institution and Manager mutually hereby agree as follows:

DEFINITIONS

The terms used in this Agreement shall have the following meanings:

"Authorized Expenses" shall be those expenses included within the Institution-Approved Budget, and such additional expenses as may thereafter be approved by Institution in writing.

"Institution-Approved Budget" shall be the budget approved pursuant to Section 3.8 and included here as Exhibit A.

"Operating Account" shall have the meaning ascribed to it in Section 3.9.

"Fiscal Year" shall coincide with the State Fiscal Year: 1 July through 30 June.

ARTICLE I

TERM

Institution hereby appoints and Manager hereby accepts appointment as exclusive Manager for the Property for the period of 1 July 2009 through June 30, 2010. This Agreement also includes four additional one-year option periods, corresponding to state fiscal years 2011, 2012, 2013, and 2014. Contingent upon sustained satisfactory performance by the Manager, the Institution, at its sole discretion, may choose to exercise an option on the Agreement. The Institution shall provide written notification to the Manager of the intent to exercise an option on the Agreement not less than sixty (60) days prior to the end of the current performance period.

This Agreement is cancelable without cause by either party on not less than sixty (60) days advance written notice, which notice may be given at any time during a month, provided that in any event the cancellation shall be effective at the end of the calendar month in which the sixty (60) day notice period ends.

ARTICLE II

COMPENSATION OF MANAGER

The compensation and payment thereof for management of the Property shall be as follows:

2.1 Management Fee. Institution agrees to pay Manager and Manager agrees to accept as full management fee for the services to be rendered to Institution an amount equal to \$4,371.00, monthly, subject to an annual review by the parties and negotiation for any potential increase for the next contract year. In no case will an increase exceed 3%. Such fee shall be payable monthly in arrears commencing upon the last day of the first initial month of this Agreement.

2.2 Maintenance Compensation. Manager shall do everything reasonably necessary for the proper management of the Property, including supervision and staffing of building reception and maintenance/engineering services, regular workday inspections of building systems and services, and arranging for such improvements, alterations, and repairs as may be required by Institution. In the event there is ever a need for additional labor above and beyond the two onsite building engineers, and it is determined that the providing of additional maintenance from Manager shall be the most effective method of resolving a maintenance issue, Manager shall provide said labor at a commercially reasonable rate not to exceed \$38.00 per hour, price subject to change with thirty (30) days prior written notice. No improvements, alterations or repair work costing more than Five Thousand Dollars (\$5,000) shall be made by Manager without Institution's

prior written authorization unless it is part of a pre-approved budget. In the case of an emergency, as described in paragraph 3.5, that requires immediate repairs or alterations, if Institution is not readily available for consultation, Manager may use its discretion and judgment regarding same to make repairs.

2.3 *Tenant Improvement/ Capital Improvement / Oversight.*

Tenant Improvement/Capital Improvement is defined as any alteration, renovation, or new construction project which alters the intended use of a space within the building or which supports the reassignment of the space from one owner/occupant to another.

- A. All improvements valued under \$15,000 require Institutional written approval of project and oversight of Manager's activities in the selection of the contractor(s). Manager shall select contractor(s) in conformity with Institution policy and procedure, and State Board of Education and Board of Regents Policies and procedures. Manager shall provide Institution a written report prior to, and after the bid process to insure proper process was followed. Manager shall be responsible for all supervision and oversight of the contractor and shall hold the contract with the selected contractor.
- B. All improvements valued at or over \$15,000 require Institution written approval and Institution participation in the selection of contractor(s). Selection of contractor(s) shall be in conformity with Institution policies and procedures and State Board of Education and Board of Regents Policies and procedures. Institution may, at its sole option, request in writing the services of Manager, in which case Manager shall hold the contract with the selected contractor. Nothing in this Agreement prohibits Institution from soliciting bids for and managing improvements valued at or over \$15,000 independent of and without any involvement of Manager.
- C. Any Tenant Improvement/Capital Improvement approved by the Institution and undertaken or supervised by the Manager shall be treated as additional work outside of the approved budget. The Management fee for any such tenant or capital improvement shall be on a percentage basis as follows:

Improvement with a total costs of up to \$15,000	10%
Improvement with a total cost at or over \$15,000	4%

2.4 *General Overhead.* Institution shall not additionally compensate or reimburse Manager for Manager's normal central office overhead expenses other than as provided in Section 3.6 and those expressly approved in the Institution-Approved Budget.

2.5 Other Financial Reports and Audits. Property Manager shall furnish to Institution as promptly as practicable all routine financial reports and such other financial reports, statements, audits or other information, outside the usual and customary reporting, with respect to the operations of the Property as Institution may from time to time reasonably request.

ARTICLE III

RESPONSIBILITIES OF MANAGER

3.1 Manager shall operate, manage, and maintain the Property as an independent contractor acting as agent for Institution in accordance with Idaho real estate law and sound property management practices. Manager shall exercise prudence and diligence in performing its duties. The responsibilities of the Manager shall include, but not be limited to, the following:

3.2 Compliance with Legal Requirements. Manager shall take such action as may be necessary to comply with any and all orders or requirements affecting the Property by any federal, state, county or municipal authority having jurisdiction thereover and of which Manager has received written notice.

Manager, however, shall not take any such action as long as the Institution is contesting, or has affirmed its intention to contest, and promptly institutes proceedings contesting, any such order or requirement except that Institution and Manager shall promptly notify each other in writing of all such orders and notices or requirements. Manager shall prepare, execute, and, after obtaining the approval of Institution, file any such reports and documents as may be required by any local, state, or federal authority.

Manager shall manage the Property under this Agreement in full compliance with any applicable state or federal legislation governing discrimination or fairness in housing or business, and shall take action considered appropriate to carry out the purposes of any such legislation.

3.3 Operation. Manager shall continually operate the Property as a high-quality project, and shall perform all acts which are customary for the management of properties of like size and character or as may be required for the efficient and businesslike operation of the Property.

3.4 Maintenance and Repairs. Manager shall, within the limitations of the Institution-Approved Budget, see that the physical facilities, personal property, and grounds are at all times well maintained, kept in good order and repair, and in a proper state of cleanliness.

Manager shall, in accordance with the approved operating budget, make or contract for all repairs that shall reasonably be required to preserve, maintain, and keep the Property

in first-class condition. To the extent that Manager must contract out for such services, all such contracts shall be the responsibility of Manager.

Manager shall obtain and maintain records and enforce any guarantees or warranties that may concern Institution's personal property included within the Property. Written approval of the Institution must be obtained before pursuing any legal remedies to enforce said guarantees or warranties.

3.5 Emergency Maintenance and Repair. In an emergency where repairs are immediately necessary for the preservation and safety of the Property, or to avoid the suspension of any essential service to the Property, or to avoid danger to life or property, or to comply with federal, state, or local law, such emergency repairs shall be made by Manager at Institution's expense without prior written approval. Manager shall report to the Institution full details of any emergency orally within one (1) business day and by written report remitted within one (1) week of the incident.

Manager shall notify Institution or Institution's designated insurance agent promptly of any personal injury or property damage occurring to or claimed by any tenant or third party on or with respect to the Property and to promptly forward to such insurance agent, with copies to Institution, any summons, subpoena, or other legal document served upon Manager relating to the actual or alleged potential liability of the Institution, Manager, or the Property, with copies to Institution of all such documents.

3.6 Employment and Supervision of Personnel. Manager shall employ and supervise all personnel required for the operation, maintenance, and management of the Property. All such employees shall be employees of the Manager, and shall not be employees of the Institution.

Manager 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, disability, status as a veteran, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

Manager shall procure and maintain worker's compensation insurance and employer's liability insurance covering all employees working on or about the Property, and fidelity bonds or employee dishonesty insurance, covering all employees who handle funds of the Institution.

Manager is solely responsible for payment of income, social security, and employment taxes due to the proper taxing authorities and Institution shall not deduct such taxes from any payments to Manager hereunder. Manager shall prepare, maintain, and file all necessary reports with respect to such taxes or deductions and all other necessary statements and reports pertaining to labor employed by Manager in or about the Property. Costs of administering and managing such personnel are to be borne by Manager.

3.7 *Disclosure.* Manager shall disclose the name of any property owned and/or managed by the Manager which is within a two (2)-mile radius of the Property and any other property owned and/or managed by the Manager which is in direct competition with the Property. Subsequent like-kind conflicts shall also be disclosed immediately upon occurrence.

3.8 *Institution-Approved Budget.* An annual budget shall be submitted to the Institution prior to the beginning of each fiscal year. Exhibit A, attached and incorporated herein by reference, is the approved annual budget for the base contract period. Said budget shall include a detailed listing of all the estimated expenses required to operate the property, including but not limited to Janitorial, Window Washing, Repair and Maintenance, Preventative Maintenance, Engineering, Interior Landscaping, Management Fees, Capital Improvements, Utilities, Insurance, Master Association Fees, Capital Reserves and any other customary operating expenses. Said budget shall not include any expenses relating to the leasing of any of the space to be subleased, including commissions, as these items will fall outside of the scope of this Agreement and shall be covered by a separate agreement.

Manager shall submit, along with the budget, a projection of capital expenditures for the forthcoming Fiscal Year. After approval by the Institution in writing, budget shall be used by Manager as a guide for the actual operation of the Property and shall be subject to comparisons monthly. Manager agrees to obtain prior approval for any normal operating expenditure(s) which would cause any budget variance of Five Thousand Dollars (\$5,000) and over, per occasion in any budget year, except for emergencies. All expenses within the Institution-Approved Budget are to be borne by Institution, and it shall be the responsibility of the Institution, to make available sufficient funds to Manager to meet expenses anticipated in the Institution-Approved Budget.

3.9 *Operating Account.* Manager, serving as Agent for Institution, shall establish and maintain on behalf of Institution, a non-interest bearing operating account and, if necessary, an interest bearing reserve account. Said account(s) shall be opened in the name of Manager as trustee for Institution, and maintained in a federally insured bank or savings institution. All receipts and disbursements for the operation of the Property shall be handled through these account(s). Institution shall be responsible for providing funds to pay the Institution-approved cash requirements of the Property on a timely basis. Manager shall have no proprietary interest in Operating Account or reserve account, and all funds in these accounts shall at all times be the property of the Institution. All interest on the reserve account shall accrue to Institution.

3.10 *Collections.* Manager shall make all reasonable steps to collect, and enforce the collection of, all payments and other charges due Institution for tenants of the Property in accordance with the terms of their tenancies and state and federal law.

3.11 *Payment of Bills.* From the Operating and/or Reserve Account(s), Manager is hereby authorized to pay or reimburse itself for all Institution's expenses and costs of operating the Property, including property taxes, Institution's insurance premiums, mortgage indebtedness, and for all other sums due Manager under this Agreement, including Manager's compensation under Section 2.1.

Institution shall give Manager advance written notice of at least seven (7) days if Institution desires Manager to make any additional monthly or recurring payments out of the proceeds from the Property. Any advance of funds by Manager must have prior approval by Institution.

In the event that the balance in the Operating and/or Reserve Account(s) is at any time insufficient to pay disbursements due and payable under Article II, Manager shall notify Institution of the deficiency. Manager shall give at least fifteen (15) days written notice to Institution of any funds required for deficiency and contingency reserve. Institution shall, immediately upon notice, remit to Manager sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Manager be required to use its own funds to pay such disbursements, nor shall Manager be required to advance any monies to Institution or to bank accounts maintained by Manager on behalf of Institution. Manager shall pay, with all available Institution's funds, invoices in order of invoice date with the oldest taking the highest priority.

If Institution requests in writing and Manager elects to advance any money, only pursuant to a written agreement signed by both parties, in connection with the Property to pay any expenses for Institution, such advance shall be a loan subject to repayment with interest at an annual rate equal to the prevailing prime rate plus two percent (2%), calculated on a daily basis, and Institution hereby authorizes Manager to deduct such amounts from any monies due Institution.

Any balance existing in the Operating Account at the termination of this Agreement shall be returned to the Institution within thirty (30) days of termination, and the Institution agrees to pay expenses incurred during the term of the Agreement but which have not been received thirty (30) days after termination of the Agreement.

3.12 *Books, Records and Reports.* Manager shall establish and maintain an accounting and management reporting system that will duly account for all transactions relating to the Property.

On or before the thirtieth (30th) day of each month, Manager shall provide to Institution a report of the Property's operations for the preceding month, including:

- ☐ A detailed and itemized statement of all sources and uses of funds in a format satisfactory to Institution and Manager.
- ☐ A statement of ending balances in all trust accounts.

- ☐ General comments regarding the Property's operation and any requirements by Manager for the Institution, such as payments to cover unexpected expenses.

For a period of three (3) years following completion of the services called for hereunder, Institution or its authorized representatives shall at all reasonable times have access to the accounting records, books and other records of the Manager, in order to audit all charges for the services as they relate to the Property. Manager shall keep Institution notified in writing of the location of all such records. Institution shall have the right to audit said records and books at Institution's expense.

All original reports and documents are to be retained in Manager's possession. Copies, as required, will be made available to the Institution. Manager will retain said records for a period of three (3) years, or as required by law, after which time the records shall be transferred to Institution. At the termination of this agreement all records, except those required by law to be retained by Manager, shall be returned to Institution for retention. Institution

3.13 *Use and Maintenance of Premises.* Manager agrees not to knowingly permit the use of the Property for any purpose which might void any policy of insurance relating to the Property or which might render any loss there under uncollectible, or which would be in violation of any government restriction.

3.14 *Parking Garage.* Manager agrees to assume a lead role on behalf of the tenants in addressing building parking garage safety issues and needs through the parking garage owner and operator. In addition the Manager agrees to seek parking alternatives for tenants as may be warranted from time to time.

3.15 *Local Communications.* Manager agrees to maintain regular communications with institution local personnel keeping the Operations Coordinator/Events Manager apprised of operational, scheduling, parking and other matters that may impact institutional operations and employees.

ARTICLE IV

INSURANCE AND INDEMNIFICATION

4.1 Insurance

4.1.1 *General Requirements.* Manager is required to carry the types and limits of insurance shown in this insurance clause, section 4.1.2, and to provide Institution with a Certificate of Insurance ("certificate"). Certificates shall be provided within seven (7) days of the signing of the contract by the Manager. 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 Institution 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.

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.

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 Institution may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at Institution's option.

All policies shall name Institution as Additional Insured. On the certificate, the Institution shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

Failure of Institution 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 Manager's obligation to maintain such insurance.

No Representation of Coverage Adequacy. By requiring insurance herein, Institution does not represent that coverage and limits will necessarily be adequate to protect Manager, and such coverage and limits shall not be deemed as a limitation on Manager's liability under the indemnities granted to Institution in this section.

4.1.2 *Required Insurance Coverage.* Manager shall at its own expense obtain and maintain:

4.1.2.1 *Commercial General and Umbrella / Excess Liability Insurance.* Manager 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 Manager 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.

4.1.2.2 *Commercial Auto Insurance.* For any corporate vehicles in use, Manager 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.

4.1.2.3 *Personal property.* Manager shall purchase insurance to cover Manager's personal property. In no event shall Institution be liable for any damage to or loss of personal property sustained by Manager, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

4.1.2.4 *Workers' Compensation.* Manager shall maintain all coverage statutorily required of the Manager, and coverage shall be in accordance with the laws of Idaho. Manager shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

4.1.2.5 *Professional Liability.* If available generally to members of the Manager's profession, Manager 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).

4.2 *Indemnification and Hold Harmless.* Manager shall indemnify, defend and hold harmless the State of Idaho, and Institution and its governing board, employees, agents, and assigns, from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Manager's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Manager, or any of its agents, contractors, employees, invitees or guests.

Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, the University shall indemnify and hold harmless Colliers, its agents, and employees, from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by the University's possession, operations, or performance under this agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of Colliers, its agents or assigns, or when the claim or suit is made against Colliers by the University, the State of Idaho, or any of its agencies. Colliers shall promptly notify the University of Idaho, Attn: Risk Management Officer, PO Box 443162, Moscow, Idaho 83844-3162, of any such claim of which it has knowledge and shall cooperate fully with the University or its representatives in the defense of the same. The University's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management. Limits of liability,

and this indemnification, are \$500,000 Combined Single Limits, which amount is the University's limit of liability under the Idaho Tort Claims Act.

ARTICLE V

TERMINATION

5.1 *Termination of Contract.* Notwithstanding the provisions of Article I above to the contrary, either party may terminate this Agreement at any time at its election, provided only that at least sixty (60) days written notice of such termination is given to the other party.

5.2 *Obligations Upon Termination.* Upon termination of this Agreement, for whatever reason, each party shall promptly pay to the other, as soon as the same is determinable after the effective date of termination, all amounts due such other party under the terms of this Agreement, and upon such payment neither party shall have any further claim or right against the other, except as expressly provided hereinafter.

Upon termination for whatever cause, Manager shall, not later than the effective date of termination, deliver to the Institution, copies of documents in its possession necessary or desirable for the operation of the property, including but not limited to: all books, permits, plans, records, licenses, contracts and other documents pertaining to the Property and its operation, all insurance policies, bills of sale, or other documents evidencing title or rights of the Institution.

All personal property of Institution, whether on the premises of the Property or elsewhere, shall be delivered intact to Institution or Institution's representative. The Operating Account provided for in Section 3.9 hereof will be transferred as directed by the Institution. Manager further agrees to do all other things reasonably necessary to cause an orderly transition of the management of the Property without detriment to the rights of the Institution or to the continued management of the Property.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 *Headings.* The headings used herein are for purposes of convenience only and should not be used in constructing the provisions hereof.

6.2 *Notice.* 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:

To the Institution: Vice President for Finance and Administration
University of Idaho
P.O. Box 443168
Moscow, ID 83844-3168
Phone: (208) 885-6174
Fax: (208) 885-5504

with copies to:

Assistant Vice President, Facilities
University of Idaho
P.O. Box 442281
Moscow, ID 83843-2281
Phone: (208) 885-5146
Fax: (208) 885-9212

and

Associate Vice President & CEO
University of Idaho South
322 East Front Street; Suite #350
Boise, ID 83702
Phone: (208)364-4002
Phone: (208) 364-4041 (direct line)
Fax: (208) 364-4084

To Manager: Colliers Paragon LLC
Real Estate Management Services
475 South Capitol Blvd., Suite 300
Boise, Idaho 83702

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.

6.3 Relationship of the Parties. It is expressly understood that Manager is an independent contractor and not the partner, or employee of Institution. Manager and Manager's workers are not employees of Institution and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. The relationship between the parties is that of principal and agent, and Manager is governed under the regulations promulgated by the Idaho Real Estate Commission.

6.4 *Covenant of Further Assurances.* The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement.

6.5. *Confidentiality of Information.*

6.5.1 Manager agrees to keep confidential and not to disclose to third parties any information provided by Institution pursuant to or learned by Manager during the course of this Agreement unless Manager has received the prior written consent of Institution to make such disclosure. This obligation of confidentiality does not extend to any information that:

6.5.1.1 Was in the possession of Manager at the time of disclosure by Institution, directly or indirectly;

6.5.1.2 Is or shall become, through no fault of Manager, available to the general public, or

6.5.1.3 Is independently developed and hereafter supplied to Manager by a third party without restriction or disclosure.

6.5.2 This provision shall survive expiration and termination of this Agreement.

6.6 *Entire Agreement.* This document represents the entire agreement between the parties with respect to the subject matter hereof, and to the extent inconsistent therewith, supersedes all other prior agreements, representations, and covenants, oral or written. Amendments to this Agreement must be in writing and signed by both parties.

6.7 *Assignment.* Institution shall have the right to assign at its discretion, this agreement and all its rights, duties and responsibilities to the entity or entities who either are owner-occupants in the Idaho Water Center or who are charged with managing the Water Center under the IWC Condominium Declaration. Manager may not assign the rights or delegate the obligations under this Agreement without Institution's prior written consent.

6.8 *Successors and Assigns.* Subject to the limitations concerning assignment, this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives and successors.

6.9 *Attorney Fees.* In the event of any controversy, claim or action being filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

6.10 *Non-Waiver.* The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

6.11 *Representations and Warranties.* Manager 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 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; (d) that in performing the services called for hereunder Manager will not be in breach of any agreement with a third party; and (e) that it has familiarized itself with the local conditions under which this agreement is to be performed.

6.12 *Compliance with Rules, Regulations, and Instructions.* Manager shall follow and comply with all rules and regulations of the Institution and the reasonable instructions of Institution personnel. The Institution reserves the right to require the removal of any worker it deems unsatisfactory for any reason. Manager shall comply with all local, state and federal laws in its performance of this agreement.

6.13 *Time of the Essence.* Time is of the essence of this Agreement.

6.14 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

6.15 *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of this Agreement.

6.16 *Appropriations clause.* The Institution's obligations and liabilities 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 Institution for the ensuing fiscal year(s) 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 not renew and shall terminate and neither party shall have any further obligations hereunder

6.17 *Authority.* Institution and Manager hereby certify that each is duly authorized to execute the foregoing Agreement and that the Agreement, when so executed, will be

binding upon the Institution and Manager in accordance with its terms and no further authorization is required.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

INSTITUTION: THE REGENTS OF THE UNIVERSITY OF IDAHO

By: _____
Lloyd Mues

Title: Vice President, Finance and Administration

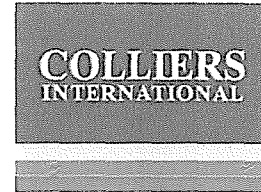
Date: _____

MANAGER: COLLIERS INTERNATIONAL

By: _____
Mike Attiani

Title: Director of Property Services

Date: _____



Fiscal Year 2010 Operating Budget (1 July 2009 – 30 June 2010)
Operating Budget

Accounting Summary:	Actual FY 2006-7	Actual FY 2007-8	Projected FY 2008-9	Budgeted FY2009-10
Projected Gross Income:	888,506	832,632	876,815	903,995
Projected Recoverable Expenses:	843,359	812,994	873,729	903,462
Projected Non-Recoverable Expenses:	45,147	19,641	6,388	-
Projected Net Operating Income:	-	-	(3,303)	533
Projected Capital Expenditures:	-	-	-	-
Projected Property Income:	-	-	(3,303)	533

Leasing Summary:

There is no leasing associated with this budget.

General Budget Assumptions:

Fiscal Year	2010
First Month of Fiscal Year	7
Bad Debt Write off:	0%
Management Fee	Fixed

Prepared For:

University of Idaho
Idaho Water Center
322 E Front Street
Boise, Idaho 83706

Idaho Water Center
Operating Budget

Operating Income:	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Rental Income	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	903,462	4.38
Miscellaneous Income	-	-	533	-	-	-	-	-	-	-	-	-	533	0.00
Adjustments to Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tenant Direct Reimbursable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Income	75,288	75,288	75,822	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	903,995	4.38
Recoverable Expenses:	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Alarm and Security	1,345	620	6,074	2,745	2,124	3,835	1,345	1,520	4,835	1,845	2,805	3,035	32,127	0.16
Professional Services	13,290	13,290	13,290	13,290	13,290	13,290	13,290	13,290	13,290	13,290	13,290	13,290	159,474	0.77
Grounds Maintenance	2,294	1,144	1,144	1,444	1,994	1,144	2,444	2,144	2,144	1,444	1,144	1,144	19,625	0.10
Utilities	17,454	20,466	17,266	17,566	14,566	18,116	21,196	17,696	15,096	18,996	16,896	19,596	214,914	1.04
Repair and Maintenance	15,801	14,951	15,449	17,001	14,551	16,749	18,301	15,551	15,149	15,801	14,551	14,649	188,503	0.91
Janitorial and Cleaning	18,022	18,022	27,822	19,022	18,022	18,022	19,240	18,490	18,490	19,490	28,290	18,490	241,419	1.17
Insurance	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	47,400	0.23
Real Estate Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Recoverable Expenses	72,155	72,442	84,993	75,017	68,496	75,105	79,766	72,641	72,953	74,816	80,926	74,153	903,462	4.38
Net Operating Income:	3,133	2,846	(9,172)	271	6,793	184	(4,477)	2,648	2,335	473	(5,637)	1,135	533	0.00
Profit/(Loss)	3,133	2,846	(9,172)	271	6,793	184	(4,477)	2,648	2,335	473	(5,637)	1,135	533	0.00

Idaho Water Center
Income Summary

Operating Income	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Rental Income														
Base Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Expenses	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	903,462	4.38
Percentage Rents	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Rental Income	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	903,462	4.38
Prior Year Activity	77,727	80,110	76,079	75,324	71,301	65,045	66,874	68,743	72,650	72,650	72,650	72,650	871,805	4.22
Increase (Decrease) over last year	(2,439)	(4,822)	(791)	(36)	3,987	10,243	8,414	6,545	2,638	2,638	2,638	2,638	31,657	0.15
Miscellaneous Income														
Prior Year NNN Reconciliation			533										533	0.00
Signage / Display													-	-
Parking													-	-
Vending Machine / Payphone													-	-
Late Fee													-	-
Other Income													-	-
Total Miscellaneous Income	-	-	533	-	-	-	-	-	-	-	-	-	533	0.00
Prior Year Activity	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Increase (Decrease) over last year	-	-	533	-	-	-	-	-	-	-	-	-	533	0.00
Adjustments to Income														
Rental Abatement													-	-
Bad Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Adjustments to Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prior Year Activity	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Increase (Decrease) over last year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tenant Direct Reimbursables														
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prior Year Activity	488	410	3,698	200	363	(2,545)	205	521	418	418	418	418	5,010	0.02
Increase (Decrease) over last year	(488)	(410)	(3,698)	(200)	(363)	2,545	(205)	(521)	(418)	(418)	(418)	(418)	(5,010)	-
Total Gross Income:	75,288	75,288	75,822	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	903,995	4.38
Prior Year Activity	78,215	80,520	79,777	75,524	71,664	62,500	67,079	69,264	73,068	73,068	73,068	73,068	876,815	4.25
Increase (Decrease) over last year	(2,927)	(5,232)	(3,955)	(236)	3,624	12,788	8,209	6,024	2,221	2,221	2,221	2,221	27,180	0.13
Non-Operating Income														
Banking Interest													-	-
Alternative Income													-	-
Total Non-Operating Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prior Year Activity	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Increase (Decrease) over last year	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Idaho Water Center
Rent Summary

Unit	Tenant		Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals
101	UI Classrooms	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expiration:	7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Square Footage:	3,644 Expense Reimbursement	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	16,264
		Total Rent	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	16,264
102	UI Mailroom	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expiration:	7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Square Footage:	210 Expense Reimbursement	78	78	78	78	78	78	78	78	78	78	78	78	937
		Total Rent	78	78	78	78	78	78	78	78	78	78	78	78	937
103	IDWR - Storage	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expiration:	7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Square Footage:	500 Expense Reimbursement	130	130	130	130	130	130	130	130	130	130	130	130	1,556
		Total Rent	130	130	130	130	130	130	130	130	130	130	130	130	1,556
104	UI - Hydro Labs	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expiration:	7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Square Footage:	9,140 Expense Reimbursement	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	32,541
		Total Rent	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	32,541
105	UI Vacant Retail	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expiration:	7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Square Footage:	2,833 Expense Reimbursement	735	735	735	735	735	735	735	735	735	735	735	735	8,818
		Total Rent	735	735	735	735	735	735	735	735	735	735	735	735	8,818
106	IDWR Storage	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expiration:	7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Square Footage:	164 Expense Reimbursement	43	43	43	43	43	43	43	43	43	43	43	43	510
		Total Rent	43	43	43	43	43	43	43	43	43	43	43	43	510
107	UI Student Services / Event Center	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expiration:	7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Square Footage:	8,521 Expense Reimbursement	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	38,031
		Total Rent	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	38,031
201	CH2MHILL	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expiration:	6/30/2010 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Square Footage:	17,506 Expense Reimbursement	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	78,132
		Total Rent	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	78,132

Unit	Tenant		Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals
J1-X	Xfactor	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Expiration: 7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Square Footage: 2,843 Expense Reimbursement	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	12,689
		Total Rent	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	12,689
202	UI	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Expiration: 7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Square Footage: 4,097 Expense Reimbursement	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	18,286
		Total Rent	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	18,286
203	ISU COMPUTER LAB	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Expiration: 6/30/2010 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Square Footage: 2,460 Expense Reimbursement	915	915	915	915	915	915	915	915	915	915	915	915	10,979
		Total Rent	915	915	915	915	915	915	915	915	915	915	915	915	10,979
204	UI	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Expiration: 7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Square Footage: 9,256 Expense Reimbursement	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	41,311
		Total Rent	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	41,311
205	UI	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Expiration: 7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Square Footage: 3,110 Expense Reimbursement	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	13,880
		Total Rent	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	13,880
301	CHI2M1111JL	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Expiration: 6/30/2010 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Square Footage: 15,780 Expense Reimbursement	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	70,429
		Total Rent	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	70,429
J1-X	X-Factor	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Expiration: 7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Square Footage: 2,620 Expense Reimbursement	974	974	974	974	974	974	974	974	974	974	974	974	11,693
		Total Rent	974	974	974	974	974	974	974	974	974	974	974	974	11,693
302	UI	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Expiration: 7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Square Footage: 10,422 Expense Reimbursement	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	46,515
		Total Rent	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	46,515
303	UI	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Expiration: 7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Square Footage: 564 Expense Reimbursement	210	210	210	210	210	210	210	210	210	210	210	210	2,517
		Total Rent	210	210	210	210	210	210	210	210	210	210	210	210	2,517

Unit	Tenant		Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals
304	US Forest Service	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Expiration: 6/30/2099	Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Square Footage: 6,395	Expense Reimbursement	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	28,542
		Total Rent	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	28,542
305	US Forest Service	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Expiration: 6/30/2099	Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Square Footage: 2,927	Expense Reimbursement	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	13,064
		Total Rent	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	13,064
401	CH2MHILL	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Expiration: 6/30/2010	Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Square Footage: 17,415	Expense Reimbursement	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	77,726
		Total Rent	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	77,726
01-X	X-Factor	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Expiration: 7/31/2034	Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Square Footage: 1,845	Expense Reimbursement	686	686	686	686	686	686	686	686	686	686	686	686	8,235
		Total Rent	686	686	686	686	686	686	686	686	686	686	686	686	8,235
402	University of Idaho	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Expiration: 7/31/2034	Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Square Footage: 8,842	Expense Reimbursement	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	39,463
		Total Rent	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	39,463
403	US FOREST SERVICE	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Expiration: 6/30/2099	Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Square Footage: 11,106	Expense Reimbursement	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	49,568
		Total Rent	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	49,568
501	Idaho Dept. of Water Resources	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Expiration: 7/31/2034	Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Square Footage: 33,256	Expense Reimbursement	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	148,427
		Total Rent	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	148,427
01-X	X-Factor	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Expiration: 7/31/2034	Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Square Footage: 435	Expense Reimbursement	162	162	162	162	162	162	162	162	162	162	162	162	1,941
		Total Rent	162	162	162	162	162	162	162	162	162	162	162	162	1,941
502	CH2M HILL	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Expiration: 6/30/2010	Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	
	Square Footage: 5,403	Expense Reimbursement	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	24,114
		Total Rent	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	24,114

Unit	Tenant		Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals
600	IDAHO DEPT. OF WATER RES.	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expiration:	7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Square Footage:	21,671 Expense Reimbursement	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	96,721
		Total Rent	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	96,721
107	UI Flume	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expiration:	7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Square Footage:	869 Expense Reimbursement	225	225	225	225	225	225	225	225	225	225	225	225	2,705
		Total Rent	225	225	225	225	225	225	225	225	225	225	225	225	2,705
201	CH2MHILL-Storage	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expiration:	6/30/2010 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Square Footage:	93 Expense Reimbursement	24	24	24	24	24	24	24	24	24	24	24	24	289
		Total Rent	24	24	24	24	24	24	24	24	24	24	24	24	289
403	US Forest Service-Storage	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expiration:	6/30/2050 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Square Footage:	1,119 Expense Reimbursement	290	290	290	290	290	290	290	290	290	290	290	290	3,483
		Total Rent	290	290	290	290	290	290	290	290	290	290	290	290	3,483
600	IDWR - Storage	Scheduled Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		Assumed Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expiration:	7/31/2034 Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
	Square Footage:	1,316 Expense Reimbursement	341	341	341	341	341	341	341	341	341	341	341	341	4,096
		Total Rent	341	341	341	341	341	341	341	341	341	341	341	341	4,096

Idaho Water Center Cash Flow Budget

Operating Income	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Annual
Total Operating Income	75,288	75,288	75,822	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	903,995
Total Recoverable Expenses	72,155	72,442	84,993	75,017	68,496	75,105	79,766	72,641	72,953	74,816	80,926	74,153	903,462
Total Non-Recoverable Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-Operating Inc/Exp	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Income	3,133	2,846	(9,172)	271	6,793	184	(4,477)	2,648	2,335	473	(5,637)	1,135	533

[illegible]

Cash Flow Analysis	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Annual
Beginning Cash	-	3,133	5,980	(3,192)	(2,921)	3,872	4,056	(421)	2,227	4,562	5,035	(602)	-
Operating Income	3,133	2,846	(9,172)	271	6,793	184	(4,477)	2,648	2,335	473	(5,637)	1,135	533
Adjustments to Cash	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	3,133	5,980	(3,192)	(2,921)	3,872	4,056	(421)	2,227	4,562	5,035	(602)	533	533

Idaho Water Center Expense Summary

Alarm and Security		Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Guard Service	Recurring	400	400	2,100	1,800	1,500	1,300	400	1,300	2,300	900	1,500	500	14,400	0.07
	Non-Recurring													-	-
	Total Expenses	400	400	2,100	1,800	1,500	1,300	400	1,300	2,300	900	1,500	500	14,400	0.07
Fire Alarm Monitoring	Recurring													-	-
	Non-Recurring					404								404	0.00
	Total Expenses	-	-	-	-	404	-	-	-	-	-	-	-	404	0.00
Fire Alarm Maintenance	Recurring			2,015			2,015			2,015			2,015	8,060	0.04
	Non-Recurring	425			425			425			425			1,700	0.01
	Total Expenses	425	-	2,015	425	-	2,015	425	-	2,015	425	-	2,015	9,760	0.05
Fire Sprinkler Maintenance	Recurring			1,439								1,085		2,524	0.01
	Non-Recurring	300			300			300			300			1,200	0.01
	Total Expenses	300	-	1,439	300	-	-	300	-	-	300	1,085	-	3,724	0.02
Monitoring Telephone	Recurring	220	220	220	220	220	220	220	220	220	220	220	220	2,640	0.01
	Non-Recurring													-	-
	Total Expenses	220	220	220	220	220	220	220	220	220	220	220	220	2,640	0.01
Access Control	Recurring													-	-
	Non-Recurring			300			300			300			300	1,200	0.01
	Total Expenses	-	-	300	-	-	300	-	-	300	-	-	300	1,200	0.01
Total Alarm and Security		1,345	620	6,074	2,745	2,124	3,835	1,345	1,520	4,835	1,845	2,805	3,035	32,127	0.16
Prior Year Activity		5,125	2,381	2,789	2,804	3,717	3,194	1,062	3,472	1,631	1,831	3,341	1,631	32,977	0.16
Increase (Decrease) over last Year		(3,780)	(1,761)	3,285	(59)	(1,594)	641	283	(1,952)	3,204	14	(536)	1,404	(850)	(0.00)

Professional Services		Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Property Management	Recurring	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	150,954	0.73
	Non-Recurring													-	-
	Total Expenses	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	150,954	0.73
Administrative	Recurring	710	710	710	710	710	710	710	710	710	710	710	710	8,520	0.04
	Non-Recurring													-	-
	Total Expenses	710	710	710	710	710	710	710	710	710	710	710	710	8,520	0.04
Total Professional Services		13,290	13,290	13,290	13,290	13,290	13,290	13,290	13,290	13,290	13,290	13,290	13,290	159,474	0.77
Prior Year Activity		13,401	13,396	13,671	13,375	13,500	13,950	12,935	13,921	13,555	13,555	13,555	13,555	162,369	0.79
Increase (Decrease) over last Year		(111)	(106)	(381)	(85)	(210)	(660)	355	(631)	(265)	(265)	(265)	(265)	(2,895)	(0.01)

Grounds Maintenance		Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Landscaping	Recurring	1,144	1,144	1,144	1,144	1,144	1,144	1,144	1,144	1,144	1,144	1,144	1,144	13,725	0.07
	Non-Reoccurring	850				850								1,700	0.01
	Total Expenses	1,994	1,144	1,144	1,144	1,994	1,144	1,144	1,144	1,144	1,144	1,144	1,144	15,425	0.07
Snow Removal	Recurring													-	-
	Non-Reoccurring							1,000	1,000	1,000				3,000	0.01
	Total Expenses	-	-	-	-	-	-	1,000	1,000	1,000	-	-	-	3,000	0.01
Pest Control	Recurring	300			300			300			300			1,200	0.01
	Non-Reoccurring													-	-
	Total Expenses	300	-	-	300	-	-	300	-	-	300	-	-	1,200	0.01
Total Grounds Maintenance		2,294	1,144	1,144	1,444	1,994	1,144	2,444	2,144	2,144	1,444	1,144	1,144	19,625	0.10
Prior Year Activity		1,033	1,918	741	-	894	1,583	3,271	3,182	1,200	1,800	1,143	1,143	17,908	0.09
Increase (Decrease) over last Year		1,261	(774)	403	1,444	1,100	(439)	(827)	(1,038)	944	(356)	1	1	1,717	0.01

Utilities		Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Power	Recurring	15,545	15,545	14,445	12,545	11,545	11,545	11,445	10,545	10,545	14,045	14,045	15,545	157,340	0.76
Gas	Recurring	10	10	10	10	10	10	10	10	10	10	10	10	120	0.00
Trash	Recurring	740	740	740	740	740	740	770	770	770	770	770	770	9,060	0.04
Sewer	Recurring	271	271	271	271	271	271	271	271	271	271	271	271	3,256	0.02
Water	Recurring		2,500		2,100		750		400		500		1,500	7,750	0.04
Geothermal Water	Recurring	888	1,400	1,800	1,900	2,000	4,800	8,700	5,700	3,500	3,400	1,800	1,500	37,388	0.18
Parking Lot Power	Recurring													-	-
Total Utilities		17,454	20,466	17,266	17,566	14,566	18,116	21,196	17,696	15,096	18,996	16,896	19,596	214,914	1.04
Prior Year Activity		19,016	16,686	19,163	15,056	15,942	15,788	15,412	17,345	14,187	18,719	17,898	19,106	204,318	0.99
Increase (Decrease) over last Year		(1,562)	3,780	(1,897)	2,510	(1,376)	2,328	5,784	351	909	277	(1,002)	490	10,596	0.05

Repair and Maintenance		Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Electrical	Recurring		400				2,300			400				3,100	0.02
	Non-Reoccurring	250			550			250		300	250		200	1,800	0.01
	Total Expenses	250	400	-	550	-	2,300	250	-	700	250	-	200	4,900	0.02
Plumbing	Recurring													-	-
	Non-Reoccurring	175	175	175	175	175	175	175	175	175	175	175	175	2,100	0.01
	Total Expenses	175	175	175	175	175	175	175	175	175	175	175	175	2,100	0.01
HVAC	Recurring		1,000	898		1,000	898		1,000	898		1,000	898	7,591	0.04
	Non-Reoccurring	1,208	208	208	1,208	208	208	1,208	208	208	1,208	208	208	6,500	0.03
	Total Expenses	1,208	1,208	1,106	1,208	1,208	1,106	1,208	1,208	1,106	1,208	1,208	1,106	14,091	0.07
Lighting	Recurring													-	-
	Non-Reoccurring	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	0.06
	Total Expenses	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	0.06
Painting	Recurring													-	-
	Non-Reoccurring	500			500			500			500			2,000	0.01
	Total Expenses	500	-	-	500	-	-	500	-	-	500	-	-	2,000	0.01
Elevator/Escalator	Recurring	1,768	1,768	1,768	2,668	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	22,112	0.11
	Non-Reoccurring													-	-
	Total Expenses	1,768	1,768	1,768	2,668	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	22,112	0.11
On Site Maintenance	Recurring	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	112,800	0.55
	Non-Reoccurring													-	-
	Total Expenses	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	112,800	0.55
Roof Repairs	Recurring													-	-
	Non-Reoccurring			1,000					1,000					2,000	0.01
	Total Expenses	-	-	1,000	-	-	-	-	1,000	-	-	-	-	2,000	0.01
General Repairs	Recurring	500			500			500			500			2,000	0.01
	Non-Reoccurring	1,000	1,000	1,000	1,000	1,000	1,000	3,500	1,000	1,000	1,000	1,000	1,000	14,500	0.07
	Total Expenses	1,500	1,000	1,000	1,500	1,000	1,000	4,000	1,000	1,000	1,500	1,000	1,000	16,500	0.08
Total Repair and Maintenance		15,801	14,951	15,449	17,001	14,551	16,749	18,301	15,551	15,149	15,801	14,551	14,649	188,503	0.91
Prior Year Activity		16,879	18,420	20,970	13,003	15,386	9,379	12,082	13,737	13,661	12,400	13,943	15,842	175,701	0.85
Increase (Decrease) over last Year		(1,078)	(3,469)	(5,521)	3,998	(835)	7,370	6,219	1,814	1,488	3,401	608	(1,193)	12,802	0.06

Janitorial and Cleaning		Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Nightly Janitorial	Recurring	13,945	13,945	13,945	13,945	13,945	13,945	14,363	14,363	14,363	14,363	14,363	14,363	169,848	0.82
	Non-Reoccurring													-	-
	Total Expenses	13,945	13,945	13,945	13,945	13,945	13,945	14,363	14,363	14,363	14,363	14,363	14,363	169,848	0.82
Common Area Janitorial	Recurring	4,077	4,077	4,077	4,077	4,077	4,077	4,127	4,127	4,127	4,127	4,127	4,127	49,221	0.24
	Non-Reoccurring													-	-
	Total Expenses	4,077	4,077	4,077	4,077	4,077	4,077	4,127	4,127	4,127	4,127	4,127	4,127	49,221	0.24
Carpet Cleaning	Recurring				1,000						1,000			2,000	0.01
	Non-Reoccurring													-	-
	Total Expenses	-	-	-	1,000	-	-	-	-	-	1,000	-	-	2,000	0.01
Window Washing	Recurring			9,800				750				9,800		20,350	0.10
	Non-Reoccurring													-	-
	Total Expenses	-	-	9,800	-	-	-	750	-	-	-	9,800	-	20,350	0.10
Total Janitorial and Cleaning		18,022	18,022	27,822	19,022	18,022	18,022	19,240	18,490	18,490	19,490	28,290	18,490	241,419	1.17
Prior Year Activity		18,036	22,199	16,434	26,889	17,979	17,208	18,171	17,898	18,103	18,103	28,103	18,103	237,225	1.15
Increase (Decrease) over last Year		(14)	(4,177)	11,388	(7,867)	43	814	1,069	592	387	1,387	187	387	4,194	0.02

Insurance		Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Liability Insurance	Recurring													-	-
Property Insurance	Recurring	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	47,400	0.23
Total Insurance		3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	47,400	0.23
Prior Year Activity		3,953	3,953	3,953	3,942	3,942	3,942	3,942	(812)	4,105	4,105	4,105	4,105	43,235	0.21
Increase (Decrease) over last Year		(3)	(3)	(3)	8	8	8	8	4,762	(155)	(155)	(155)	(155)	4,165	0.02

Total Recoverable Expenses		72,155	72,442	84,993	75,017	68,496	75,105	79,766	72,641	72,953	74,816	80,926	74,153	903,462	4.38
Prior Year Activity		77,444	78,951	77,719	75,068	71,359	65,045	66,875	68,743	66,441	70,512	82,088	73,484	873,729	4.23
Increase (Decrease) over last Year		(5,289)	(6,509)	7,274	(51)	(2,863)	10,060	12,891	3,898	6,512	4,303	(1,162)	669	29,732	0.14

Idaho Water Center

Recurring Expenses

Recoverable Expenses

Alarm and Security	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Guard Service														
Securitas	400	400	2,100	1,800	1,500	1,300	400	1,300	2,300	900	1,500	500	14,400	0.07
Total Guard Service	400	400	2,100	1,800	1,500	1,300	400	1,300	2,300	900	1,500	500	14,400	0.07
Fire Alarm Maintenance														
Allied (Annual Dry Sys Inspctn)			2,015			2,015			2,015			2,015	8,060	0.04
Total Fire Alarm Maintenance			2,015			2,015			2,015			2,015	8,060	0.04
Fire Sprinkler Maintenance														
Debest (Annual Wet Sys Inspctn)			1,439										1,439	0.01
Firexpect (Fire Extingshr Inspctn)											585		585	0.00
Fire Pump Inspection											500		500	0.00
Total Fire Sprinkler Maintenance			1,439								1,085		2,524	0.01
Monitoring Telephone														
Qwest, 208.384.8523	130	130	130	130	130	130	130	130	130	130	130	130	1,560	0.01
Qwest, 208.345.3055	90	90	90	90	90	90	90	90	90	90	90	90	1,080	0.01
Total Monitoring Telephone	220	220	220	220	220	220	220	220	220	220	220	220	2,640	0.01
Professional Services	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Property Management														
On Site Assistant Property Manager	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	22,500	0.11
Building Receptionist	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	31,200	0.15
Property Manager Allocation	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	21,000	0.10
Director Allocation	521	521	521	521	521	521	521	521	521	521	521	521	6,250	0.03
Accounting Allocation	1,463	1,463	1,463	1,463	1,463	1,463	1,463	1,463	1,463	1,463	1,463	1,463	17,553	0.09
Management Fee	4,371	4,371	4,371	4,371	4,371	4,371	4,371	4,371	4,371	4,371	4,371	4,371	52,451	0.25
Total Property Management	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	12,580	150,954	0.73
Administrative														
Parking Permits (4)	400	400	400	400	400	400	400	400	400	400	400	400	4,800	0.02
Qwest, 208.424.8224	210	210	210	210	210	210	210	210	210	210	210	210	2,520	0.01
Office Supplies	100	100	100	100	100	100	100	100	100	100	100	100	1,200	0.01
Total Administrative	710	710	710	710	710	710	710	710	710	710	710	710	8,520	0.04

Grounds Maintenance	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Landscaping														
Front Street Pad	151	151	151	151	151	151	151	151	151	151	151	151	1,809	0.01
CCDC Master Association Dues	993	993	993	993	993	993	993	993	993	993	993	993	11,916	0.06
total Landscaping	1,144	1,144	1,144	1,144	1,144	1,144	1,144	1,144	1,144	1,144	1,144	1,144	13,725	0.07
Pest Control														
Capitol Pest Control	300			300			300			300			1,200	0.01
total Pest Control	300			300			300			300			1,200	0.01
Utilities	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Power														
Idaho Power (M# 009R86987878)	15,500	15,500	14,400	12,500	11,500	11,500	11,400	10,500	10,500	14,000	14,000	15,500	156,800	0.76
Idaho Power (M# 01614468000)	45	45	45	45	45	45	45	45	45	45	45	45	540	0.00
total Power	15,545	15,545	14,445	12,545	11,545	11,545	11,445	10,545	10,545	14,045	14,045	15,545	157,340	0.76
Gas														
House Meter 1430399-522-0	10	10	10	10	10	10	10	10	10	10	10	10	120	0.00
total Gas	10	10	10	10	10	10	10	10	10	10	10	10	120	0.00
Trash														
City of Boise Utility (Waste)	700	700	700	700	700	700	730	730	730	730	730	730	8,580	0.04
All About Recycling (Recycling)	40	40	40	40	40	40	40	40	40	40	40	40	480	0.00
total Trash	740	740	740	740	740	740	770	770	770	770	770	770	9,060	0.04
Sewer														
City of Boise, 566391-01	271	271	271	271	271	271	271	271	271	271	271	271	3,256	0.02
total Sewer	271	271	271	271	271	271	271	271	271	271	271	271	3,256	0.02
Water														
Domestic Water, 700821129		2,500		2,100		750		400		500		1,500	7,750	0.04
total Water		2,500		2,100		750		400		500		1,500	7,750	0.04
Geothermal Water														
Geothermal Water (Credit)	888	1,400	1,800	1,900	2,000	4,800	8,700	5,700	3,500	3,400	1,800	1,500	37,388	0.18
total Geothermal Water	888	1,400	1,800	1,900	2,000	4,800	8,700	5,700	3,500	3,400	1,800	1,500	37,388	0.18
Repair and Maintenance	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Electrical														
Pacific Generator PM		400				2,300			400				3,100	0.02
total Electrical		400				2,300			400				3,100	0.02
HVAC														
Franc Chiller PM			613			613			613			613	2,453	0.01
Pre-Filter Change (Qrtly)		1,000			1,000			1,000			1,000		4,000	0.02
Siemens Energy Mgmt System			285			285			285			285	1,138	0.01
total HVAC		1,000	898		1,000	898		1,000	898		1,000	898	7,591	0.04
Elevator/Escalator														
Thyssen Krupp Elevator PM	1,718	1,718	1,718	1,718	1,718	1,718	1,718	1,718	1,718	1,718	1,718	1,718	20,612	0.10
Annual State Certification				900									900	0.00
Soundnet Elevator Monitoring	50	50	50	50	50	50	50	50	50	50	50	50	600	0.00
total Elevator/Escalator	1,768	1,768	1,768	2,668	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	22,112	0.11
On Site Maintenance														
Colliers Engineering	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	112,800	0.55
total On Site Maintenance	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	9,400	112,800	0.55
General Repairs														
MTI Well Mntnnc & Monitoring	500			500			500			500			2,000	0.01
total General Repairs	500			500			500			500			2,000	0.01

Janitorial and Cleaning		Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Nightly Janitorial															
	Nightly Janitorial Contract	13,945	13,945	13,945	13,945	13,945	13,945	14,363	14,363	14,363	14,363	14,363	14,363	169,848	0.82
total	Nightly Janitorial	13,945	13,945	13,945	13,945	13,945	13,945	14,363	14,363	14,363	14,363	14,363	14,363	169,848	0.82
Common Area Janitorial															
	Day Porter	2,427	2,427	2,427	2,427	2,427	2,427	2,477	2,477	2,477	2,477	2,477	2,477	29,421	0.14
	Cleaning Contingency	150	150	150	150	150	150	150	150	150	150	150	150	1,800	0.01
	Cleaning Supplies	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000	0.09
total	Common Area Janitorial	4,077	4,077	4,077	4,077	4,077	4,077	4,127	4,127	4,127	4,127	4,127	4,127	49,221	0.24
Carpet Cleaning															
	Common Area Carpet Cleaning				1,000						1,000			2,000	0.01
total	Carpet Cleaning				1,000						1,000			2,000	0.01
Window Washing															
	Western Building Maintenance (2x)			8,200								8,200		16,400	0.08
	Interior Window Cleaning (2x)			1,600				800				1,600		4,000	0.02
total	Window Washing			9,800				750				9,800		20,350	0.10
Insurance															
	Travelers (Insured through UI)	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	45,000	0.22
	CCIC Insurance	200	200	200	200	200	200	200	200	200	200	200	200	2,400	0.01
total	Property Insurance	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	47,400	0.23

Idaho Water Center
Non-Reoccurring Expense Worksheet

Recoverable Expenses

Alarm and Security	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Fire Alarm Monitoring														
Simplex Grinnell					404								404	0.00
Total Fire Alarm Monitoring					404								404	0.00
Fire Alarm Maintenance														
Fire / Life Safety Contingency	425			425			425			425			1,700	0.01
Total Fire Alarm Maintenance	425			425			425			425			1,700	0.01
Fire Sprinkler Maintenance														
Fire Sprinkler & Pump Contingency	300			300			300			300			1,200	0.01
Total Fire Sprinkler Maintenance	300			300			300			300			1,200	0.01
Access Control														
Simplex Grinnell (Repairs)			300			300			300			300	1,200	0.01
Total Access Control			300			300			300			300	1,200	0.01
Grounds Maintenance	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Landscaping														
Seasonal Flowers	850				850								1,700	0.01
Total Landscaping	850				850								1,700	0.01
Snow Removal														
Snow Removal/De-Icing-CCDC							1,000	1,000	1,000				3,000	0.01
Total Snow Removal							1,000	1,000	1,000				3,000	0.01

Repair and Maintenance		Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Totals	Per Sq Ft
Electrical															
	Generator Fuel				300					300				600	0.00
	Electrical Parts Contingency	250			250			250			250		200	1,200	0.01
Total	Electrical	250			550			250		300	250		200	1,800	0.01
Plumbing															
	Plumbing Parts Contingency	175	175	175	175	175	175	175	175	175	175	175	175	2,100	0.01
Total	Plumbing	175	175	175	175	175	175	175	175	175	175	175	175	2,100	0.01
HVAC															
	HVAC Parts Contingency	1,000			1,000			1,000			1,000			4,000	0.02
	Closed Loop Chemical Treatment	208	208	208	208	208	208	208	208	208	208	208	208	2,500	0.01
Total	HVAC	1,208	208	208	1,208	208	208	1,208	208	208	1,208	208	208	6,500	0.03
Lighting															
	Light Bulb Replacement	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	0.06
Total	Lighting	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	0.06
Painting															
	Touch Up Painting In Common Areas	500			500			500			500			2,000	0.01
Total	Painting	500			500			500			500			2,000	0.01
Roof Repairs															
	Annual Roof Inspection and PM			1,000					1,000					2,000	0.01
Total	Roof Repairs			1,000					1,000					2,000	0.01
General Repairs															
	Well Pump Repair Contingency							2,500						2,500	0.01
	General Repair Contingency	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	0.06
Total	General Repairs	1,000	1,000	1,000	1,000	1,000	1,000	3,500	1,000	1,000	1,000	1,000	1,000	14,500	0.07

Idaho Water Center Expense Pools Worksheet

[illegible]

008 Modified NNN Pool 1							
Pool Description		Inactive Storage or Vacant Space					
Project Square Footage		206,362					
Square Footage of Tenants in Pool		6,894					
Pooled Expenses Per Square Foot:		3.01					
Modified Account	Gross Amount	CAP Basis	Max Increase	Max Amount	Gross Up SQ FT	Add/Deduct	Billable Amount
Total Recoverable Expenses	873,729.38			873,729.38	206,362		29,188.95
Sightly Janitorial	163,201.00			163,201.00	206,362	Deduct	(5,452.11)
Occupancy Power	37,133.25			37,133.25	206,362	Deduct	(1,240.52)
Repair and Maintenance Contingencies	40,600.00			40,600.00	206,362	Deduct	(1,356.34)
Trash	8,313.00			8,313.00	206,362	Deduct	(277.71)
Carpet Cleaning	2,732.71			2,732.71	206,362	Deduct	(91.29)
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
Total Recoverable Expenses	1,125,709.34						20,770.98

009 Modified NNN Pool 1							
Pool Description		Inactive Storage or Vacant Space					
Project Square Footage		206,362					
Square Footage of Tenants in Pool		6,894					
Pooled Expenses Per Square Foot:		3.11					
Modified Account	Gross Amount	CAP Basis	Max Increase	Max Amount	Gross Up SQ FT	Add/Deduct	Billable Amount
Total Recoverable Expenses	903,461.55			903,461.55	206,362		30,182.22
Slightly Janitorial	169,848.00			169,848.00	206,362	Deduct	(5,674.17)
Occupancy Power	39,335.00			39,335.00	206,362	Deduct	(1,314.08)
Repair and Maintenance Contingencies	40,899.96			40,899.96	206,362	Deduct	(1,366.36)
Trash	9,060.00			9,060.00	206,362	Deduct	(302.67)
Carpet Cleaning	2,000.00			2,000.00	206,362	Deduct	(66.81)
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
Total Recoverable Expenses	1,164,604.51	-					21,458.14

008 Modified NNN Pool 2							
Pool Description Office Space							
Project Square Footage	206,362						
Square Footage of Tenants in Pool	190,328						
Pool Expenses Per Square Foot:	4.32						
Modified Account	Gross Amount	CAP Basis	Max Increase	Max Amount	Gross Up SQ FT	Add/Deduct	Billable Amount
Total Recoverable Expenses	873,729.38			873,729.38	206,362		805,841.99
Slightly Janitorial	163,201.00			163,201.00	206,362	Deduct	(150,520.54)
Occupancy Power Consumption	37,133.25			37,133.25	206,362	Deduct	(34,248.06)
Repair and Maintenance Contingencies	40,600.00			40,600.00	206,362	Deduct	(37,445.44)
Rash	8,313.00			8,313.00	206,362	Deduct	(7,667.09)
Carpet Cleaning	2,732.71			2,732.71	206,362	Deduct	(2,520.39)
Slightly Janitorial	163,201.00			163,201.00	190,328	Add	163,201.00
Occupancy Power Consumption	37,133.25			37,133.25	199,468	Add	35,431.73
Repair and Maintenance Contingencies	40,600.00			40,600.00	199,468	Add	38,739.63
Rash	8,313.00			8,313.00	199,468	Add	7,932.08
Carpet Cleaning	2,732.71			2,732.71	190,328	Add	2,732.71
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
Total Recoverable Expenses	1,377,689.30						821,477.63

009 Modified NNN Pool 2							
Pool Description Office Space							
Project Square Footage	206,362						
Square Footage of Tenants in Pool	190,328						
Pool Expenses Per Square Foot:	4.46						
Modified Account	Gross Amount	CAP Basis	Max Increase	Max Amount	Gross Up SQ FT	Add/Deduct	Billable Amount
Total Recoverable Expenses	903,461.55			903,461.55	206,362		833,264.02
Slightly Janitorial	169,848.00			169,848.00	206,362	Deduct	(156,651.08)
Occupancy Power Consumption	39,335.00			39,335.00	206,362	Deduct	(36,278.73)
Repair and Maintenance Contingencies	40,899.96			40,899.96	206,362	Deduct	(37,722.10)
Rash	9,060.00			9,060.00	206,362	Deduct	(8,356.05)
Carpet Cleaning	2,000.00			2,000.00	206,362	Deduct	(1,844.60)
Slightly Janitorial	169,848.00			169,848.00	190,328	Add	169,848.00
Occupancy Power Consumption	39,335.00			39,335.00	199,468	Add	37,532.60
Repair and Maintenance Contingencies	40,899.96			40,899.96	199,468	Add	39,025.85
Rash	9,060.00			9,060.00	199,468	Add	8,644.85
Carpet Cleaning	2,000.00			2,000.00	190,328	Add	2,000.00
	-			-	206,362		-
Total Recoverable Expenses	1,425,747.47						849,462.75

008 Modified NNN Pool 3							
Pool Description		UI Lab Space - No Janitorial					
Project Square Footage		206,362					
Square Footage of Tenants in Pool		9,140					
Pooled Expenses Per Square Foot:		4.08					
Modified Account	Gross Amount	CAP Basis	Max Increase	Max Amount	Gross Up SQ FT	Add/Deduct	Billable Amount
Total Recoverable Expenses	873,729.38			873,729.38	206,362		38,698.44
Slightly Janitorial	163,201.00			163,201.00	206,362	Deduct	(7,228.35)
Occupancy Power Consumption	37,133.25			37,133.25	206,362	Deduct	(1,644.67)
Repair and Maintenance Contingencies	40,600.00			40,600.00	206,362	Deduct	(1,798.22)
Trash	8,313.00			8,313.00	206,362	Deduct	(368.19)
Carpet Cleaning	2,732.71			2,732.71	206,362	Deduct	(121.03)
Occupancy Power Consumption	163,201.00			163,201.00	199,468	Add	7,478.18
Repair and Maintenance Contingencies	40,600.00			40,600.00	199,468	Add	1,860.37
Trash	8,313.00			8,313.00	199,468	Add	380.92
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
Total Recoverable Expenses	1,337,823.34						37,257.43

009 Modified NNN Pool 3							
Pool Description		UI Lab Space - No Janitorial					
Project Square Footage		206,362					
Square Footage of Tenants in Pool		9,140					
Pooled Expenses Per Square Foot:		3.56					
Modified Account	Gross Amount	CAP Basis	Max Increase	Max Amount	Gross Up SQ FT	Add/Deduct	Billable Amount
Total Recoverable Expenses	903,461.55			903,461.55	206,362		40,015.31
Slightly Janitorial	169,848.00			169,848.00	206,362	Deduct	(7,522.75)
Occupancy Power Consumption	39,335.00			39,335.00	206,362	Deduct	(1,742.19)
Repair and Maintenance Contingencies	40,899.96			40,899.96	206,362	Deduct	(1,811.50)
Trash	9,060.00			9,060.00	206,362	Deduct	(401.28)
Carpet Cleaning	2,000.00			2,000.00	206,362	Deduct	(88.58)
Occupancy Power Consumption	39,335.00			39,335.00	199,468	Add	1,802.40
Repair and Maintenance Contingencies	40,899.96			40,899.96	199,468	Add	1,874.11
Trash	9,060.00			9,060.00	199,468	Add	415.15
	-			-	206,362		-
	-			-	206,362		-
	-			-	206,362		-
Total Recoverable Expenses	1,253,899.47						32,540.66

Idaho Water Center

Budget Year Expense Reimbursement

Unit	Tenant	Sq. Ft.	Expense Pool	2009	Lease	Lease	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10
				Payment	Start	Expiration												
101	UI Classrooms	3,644	NNN Pool 2	4.46	Aug-04	Jul-34	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355	1,355
102	UI Mailroom	210	NNN Pool 2	4.46	Aug-04	Jul-34	78	78	78	78	78	78	78	78	78	78	78	78
103	IDWR - Storage	500	NNN Pool 1	3.11	Aug-04	Jul-34	130	130	130	130	130	130	130	130	130	130	130	130
104	UI - Hydro Labs	9,140	NNN Pool 3	3.56	Aug-04	Jul-34	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712	2,712
105	UI Vacant Retail	2,833	NNN Pool 1	3.11	Aug-04	Jul-34	735	735	735	735	735	735	735	735	735	735	735	735
106	IDWR Storage	164	NNN Pool 1	3.11	Aug-04	Jul-34	43	43	43	43	43	43	43	43	43	43	43	43
107	UI Student Services / Event Center	8,521	NNN Pool 2	4.46	Aug-04	Jul-34	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169	3,169
201	CH2MHILL	17,506	NNN Pool 2	4.46	Jul-05	Jun-10	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511	6,511
31-X	X-factor	2,843	NNN Pool 2	4.46	Jan-00	Jul-34	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057
202	UI	4,097	NNN Pool 2	4.46	Aug-04	Jul-34	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524
203	ISU COMPUTER LAB	2,460	NNN Pool 2	4.46	Jul-05	Jun-10	915	915	915	915	915	915	915	915	915	915	915	915
204	UI	9,256	NNN Pool 2	4.46	Aug-04	Jul-34	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443	3,443
205	UI	3,110	NNN Pool 2	4.46	Aug-04	Jul-34	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157
301	CH2MHILL	15,780	NNN Pool 2	4.46	Jul-05	Jun-10	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869	5,869
31-X	X-factor	2,620	NNN Pool 2	4.46	Jan-00	Jul-34	974	974	974	974	974	974	974	974	974	974	974	974
302	UI	10,422	NNN Pool 2	4.46	Aug-05	Jul-34	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876
303	UI	564	NNN Pool 2	4.46	Aug-04	Jul-34	210	210	210	210	210	210	210	210	210	210	210	210
304	US Forest Service	6,395	NNN Pool 2	4.46	Jul-05	Jun-99	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378
305	US Forest Service	2,927	NNN Pool 2	4.46	Jul-05	Jun-99	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089
401	CH2MHILL	17,415	NNN Pool 2	4.46	Jul-05	Jun-10	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477	6,477
31-X	X-factor	1,845	NNN Pool 2	4.46	Jan-00	Jul-34	686	686	686	686	686	686	686	686	686	686	686	686
402	University of Idaho	8,842	NNN Pool 2	4.46	Aug-04	Jul-34	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289	3,289
403	US FOREST SERVICE	11,106	NNN Pool 2	4.46	Jul-05	Jun-99	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131	4,131
501	Idaho Dept. of Water Resources	33,256	NNN Pool 2	4.46	Aug-04	Jul-34	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369	12,369
31-X	X-factor	435	NNN Pool 2	4.46	Jan-00	Jul-34	162	162	162	162	162	162	162	162	162	162	162	162
502	CH2MHILL	5,403	NNN Pool 2	4.46	Jan-00	Jun-10	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010
600	IDAH0 DEPT. OF WATER RESO	21,671	NNN Pool 2	4.46	Aug-04	Jul-34	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060	8,060
107	UI Flume	869	NNN Pool 1	3.11	Aug-04	Jul-34	225	225	225	225	225	225	225	225	225	225	225	225
201	CH2MHILL-Storage	93	NNN Pool 1	3.11	Jul-05	Jun-10	24	24	24	24	24	24	24	24	24	24	24	24
403	US Forest Service-Storage	1,119	NNN Pool 1	3.11	Jul-05	Jun-50	290	290	290	290	290	290	290	290	290	290	290	290
600	IDWR - Storage	1,316	NNN Pool 1	3.11	Aug-04	Jul-34	341	341	341	341	341	341	341	341	341	341	341	341
							75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288	75,288

Idaho Water Center

Current Year Expense Reimbursement

Suite	Tenant	Sq. Ft.	Expense Pool	Current NNN Payment	Lease Start	Lease Expiration	Total NNN Payments	Percent Occupancy	Estimated Share	Amount Due
101	UI Classrooms	3,644	NNN Pool 2	-	Aug-04	Jul-34	-	100.00%	-	-
102	UI Mailroom	210	NNN Pool 2	-	Aug-04	Jul-34	-	100.00%	-	-
103	IDWR - Storage	500	NNN Pool 1	-	Aug-04	Jul-34	-	100.00%	-	-
104	UI - Hydro Labs	9,140	NNN Pool 3	-	Aug-04	Jul-34	-	100.00%	-	-
105	UI Vacant Retail	2,833	NNN Pool 1	-	Aug-04	Jul-34	-	100.00%	-	-
106	IDWR Storage	164	NNN Pool 1	-	Aug-04	Jul-34	-	100.00%	-	-
107	UI Student Services / Event Center	8,521	NNN Pool 2	-	Aug-04	Jul-34	-	100.00%	-	-
201	CH2MHILL	17,506	NNN Pool 2	-	Jul-05	Jun-10	-	100.00%	-	-
31-X	Xfactor	2,843	NNN Pool 2	-	Jan-00	Jul-34	-	100.00%	-	-
202	UI	4,097	NNN Pool 2	-	Aug-04	Jul-34	-	100.00%	-	-
203	ISU COMPUTER LAB	2,460	NNN Pool 2	-	Jul-05	Jun-10	-	100.00%	-	-
204	UI	9,256	NNN Pool 2	-	Aug-04	Jul-34	-	100.00%	-	-
205	UI	3,110	NNN Pool 2	-	Aug-04	Jul-34	-	100.00%	-	-
301	CH2MHILL	15,780	NNN Pool 2	-	Jul-05	Jun-10	-	100.00%	-	-
31-X	X-Factor	2,620	NNN Pool 2	-	Jan-00	Jul-34	-	100.00%	-	-
302	UI	10,422	NNN Pool 2	-	Aug-05	Jul-34	-	100.00%	-	-
303	UI	564	NNN Pool 2	-	Aug-04	Jul-34	-	100.00%	-	-
304	US Forest Service	6,395	NNN Pool 2	2,250.88	Jul-05	Jun-99	27,010.54	100.00%	27,601.56	591.02
305	US Forest Service	2,927	NNN Pool 2	1,030.23	Jul-05	Jun-99	12,362.76	100.00%	12,633.27	270.51
401	CH2MHILL	17,415	NNN Pool 2	-	Jul-05	Jun-10	-	100.00%	-	-
31-X	X-Factor	1,845	NNN Pool 2	-	Jan-00	Jul-34	-	100.00%	-	-
402	University of Idaho	8,842	NNN Pool 2	-	Aug-04	Jul-34	-	100.00%	-	-
403	US FOREST SERVICE	11,106	NNN Pool 2	3,909.03	Jul-05	Jun-99	46,908.38	100.00%	47,934.78	1,026.40
501	Idaho Dept. of Water Resources	33,256	NNN Pool 2	-	Aug-04	Jul-34	-	100.00%	-	-
31-X	X-Factor	435	NNN Pool 2	-	Jan-00	Jul-34	-	100.00%	-	-
502	CH2MHILL	5,403	NNN Pool 2	-	Jan-00	Jun-10	-	100.00%	-	-
600	IDAHO DEPT. OF WATER RESOURCES	21,671	NNN Pool 2	-	Aug-04	Jul-34	-	100.00%	-	-
107	UI Flume	869	NNN Pool 1	-	Aug-04	Jul-34	-	100.00%	-	-
201	CH2MHILL-Storage	93	NNN Pool 1	-	Jul-05	Jun-10	-	100.00%	-	-
403	US Forest Service-Storage	1,119	NNN Pool 1	393.86	Jul-05	Jun-50	4,726.32	100.00%	3,371.44	(1,354.87)
600	IDWR - Storage	1,316	NNN Pool 1	-	Aug-04	Jul-34	-	100.00%	-	-
		206,362		7,584			91,008.00		91,541.05	533.05

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

UNIVERSITY OF IDAHO

SUBJECT

Disposal of former fraternity house and ground lease of property to Idaho Alumni Association of Alpha Gamma Rho, Inc.

REFERENCE

December, 2004	Acquisition from Tau Kappa Epsilon approved
October, 2007	Disposal to Alpha Gamma Rho approved

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Policies & Procedures, Section V.I.5.b.1 & 3.

BACKGROUND/DISCUSSION

In 2005, the Regents acquired the former Tau Kappa Epsilon House on Nez Perce drive in Moscow for \$400,102. The acquisition of the vacated house was required by the terms of a 1962 "Site Agreement" between the Regents and the Tau Kappa Iota Corporation. Since acquisition in 2005, the house has remained vacant and secured against unlawful entry. Major capital improvements are required to make the building useable for any purpose beyond storage.

In October 2007 the Regents approved an agreement and transaction structure intended to convey the house (but not the land) to Alpha Gamma Rho (AGR). Although the authorized Purchase and Sale Agreement was executed, AGR was unable to put together an adequate financing package and that agreement was mutually terminated in September 2008.

After AGR failed to put together an adequate financing package to cover the purchase price and the major remodel required, AGR and the University have worked to create a different transaction structure. The parties have sought to create a transaction that gives AGR immediate access to the house, but does not require a private lender to use the highly restricted asset as collateral or require the University to guarantee the financing through required purchase from the lender. Under the proposed transaction, AGR will purchase the existing house, ground lease the property and make improvements to the house in accordance with the generally described terms below.

The attached Purchase and Sale Agreement (Attachment 1, including Exhibits), sets a purchase price of \$398,000 for the existing building. This price reflects the depreciation of the building over the past four years, as well as the in-kind contribution made by AGR members to clean up the building. The purchase structure requires AGR to make an initial payment of \$50,000 (\$10,000 of which already has been paid as an earnest money deposit), and then to make semiannual payments to UI for the balance of the purchase price at a 5% interest

rate over the next twenty years. In the event AGR fails to make payment or otherwise defaults, AGR is required to vacate and the house will be returned to UI without reimbursement for past payments.

Under the attached Ground Lease (Ex. C to the Purchase and Sale Agreement), AGR (which is currently leasing another private house near the UI Bookstore), will lease the 0.81 acres of land that the house and grounds occupy, and that the Regents formerly leased to Tau Kappa Iota. The attached Ground Lease requires the fraternity to make substantial improvements to the building for purposes of student housing. The lease prohibits AGR from selling or assigning the house to a third party for uses other than student housing without University consent. In the event that AGR terminates or breaches the lease, the leasehold interest reverts to the Regents. The Regents are not obligated under any circumstances to purchase the house from AGR. Through these mechanisms and through establishment of an annual lease rate, the ground lease effectively assigns operational and financial risks to the fraternity, while providing a rental income that compensates the University for the administrative costs associated with providing its property for private student housing use, while acknowledging the value of providing additional on campus housing for students. The term of the lease is for 40 years with an option to extend for another 40 years.

The attached transactional documents also include a Resale Agreement (Ex. D to the Purchase and Sale Agreement), which addresses the parties rights in the event the University repossess the house. If the University repossesses the house under any circumstances, it may either retain the house for its purposes or sell the house. If the University, in its complete discretion, subsequently sells the house within a specified time period, fifty percent of the net proceeds from the sale, over and above the \$398,000 AGR purchase price, will go to AGR.

As structured, this transaction provides an opportunity for additional and improved University housing, while also resulting in significant improvements to a structure that currently is vacant. The transactional documents protect the University's interest and provide a fair opportunity for AGR to succeed in this new location.

IMPACT

Aside from routine real estate transaction costs, disposal of the building will not impose costs on the University of Idaho, and, in fact, will save the University the costs and risk associated with maintaining a vacant building. The high costs of remodeling and altering the building for university program or administrative use make university occupation undesirable.

ATTACHMENTS

Attachment 1 – Proposed Purchase and Sale Agreement
(Including Exhibits)

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

STAFF COMMENTS AND RECOMMENDATIONS

The 40 year ground lease calls for annual payments of \$1,500 to the University, and AGR is required to obtain liability, property, worker's compensation, and other insurance coverage.

The ground lease allows the University to sell, assign or transfer the property without the consent of the tenant. If the property was sold to an entity with a different tax status as the University, the lease allows for changing the Tax and Rent provisions. If the buyer agrees to be bound to the terms of the ground lease, this would release the Board from further obligations under the lease.

Staff recommends approval.

BOARD ACTION

A motion to approve the sale of improvements and personal property and to approve the ground lease related to the real property owned by the University located at 745 Nez Perce Drive, Moscow, Idaho, to the Idaho Alumni Association of Alpha Gamma Rho, Inc., and to authorize the University's Vice President for Finance and Administration to execute the purchase agreement, ground lease, and related transactional documents in substantial consistency with the drafts submitted as part of this request.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into on May _____, 2009, between **The Board of Regents of the University of Idaho**, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho ("**Seller**") and **The Idaho Alumni Association of Alpha Gamma Rho, Inc.**, an Idaho non-profit corporation ("**Buyer**")

1. Purchase.

Seller shall sell and Buyer shall purchase all improvements and personal property (collectively the "**Property**") (excluding any fire detection or security devices installed on the premises by or at the request of Buyer) situated on that certain real property located at 745 Nez Perce Drive, Moscow, Idaho, and more particularly described as that certain parcel of land within the north half of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows: Commencing at the center quarter corner of Section 18, Township 39 North, Range 5 West, BM, from which the south quarter corner of said Section 18 bears South 00°04'37" East, 2624.48 feet; Thence North 24°08'37" East, 69.38 feet to the Point of Beginning; Thence South 77°08'30" West 226.60 feet; Thence North 01°50'46" West, 202.42 feet to a point in the southerly curb along Nez Perce Drive; Thence 143.19 feet along said curb, being a curve to the left with a radius of 514.86 feet and a chord which bears North 80°12'26" East, 142.73 feet; Thence leaving Nez Perce Drive, South 26°13'40" East, 196.38 feet to the Point of Beginning. The Property does not include the land described above, only the improvements upon the land and the personal property located thereon.

2. License For Entry.

Seller grants to Buyer a license to enter upon the Property for all purposes reasonably related to a full and adequate determination of the suitability of the Property, including, without

limitation, the right to conduct evaluations, engineering studies, and environmental tests and audits.

3. **Purchase Price.**

The purchase price of the Property is the sum of Three Hundred Ninety-Eight Thousand Dollars (\$398,000) ("**Purchase Price**"). The Purchase Price shall be paid as follows:

(a) Buyer has deposited with Seller the sum of Ten Thousand Dollars (\$10,000) pursuant to an Earnest Money Agreement between Buyer and Seller dated April 28, 2009. At closing, as set forth in Section 7, such sum shall be credited toward the Purchase Price in accordance with the terms of the Earnest Money Agreement;

(b) At closing, Buyer shall pay to Seller the sum of Forty Thousand Dollars (\$40,000) in cash or its equivalent; and

(c) The balance of the Purchase Price shall be paid pursuant to the Promissory Note attached hereto as **Exhibit A** and made a part hereof ("**Promissory Note**"). The Promissory Note shall be secured by the Deed of Trust attached hereto as **Exhibit B** and made a part hereof ("**Deed of Trust**"). At closing, Buyer agrees to execute, acknowledge and deliver to Seller, as each may require, the Promissory Note and Deed of Trust.

4. **Buyer's Additional Terms and/or Conditions.**

Notwithstanding anything to the contrary in this Agreement, Buyer shall not be obligated to purchase the 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 necessary or convenient to the performance of these conditions:

(a) There have been no changes to the condition of title to the Property arising by or through Seller. Seller agrees that from the date of execution of this Agreement through closing, Seller will not permit, suffer, do, create or make any encumbrances, liens, reservations,

or impediments of any kind that adversely affect Seller's right, title, or interest in and to the Property;

(b) Buyer and Seller have entered into, and Buyer and Seller agree to enter into, the Ground Lease attached hereto as **Exhibit C** and made a part hereof ("**Ground Lease**") The Ground Lease shall be executed at closing.

(c) Buyer and Seller have entered into, and Buyer and Seller agree to enter into, the Resale Agreement attached hereto as **Exhibit D** and made a part hereof ("**Resale Agreement**"). The Resale Agreement shall be executed at closing.

5. **Seller's Additional Terms and/or Conditions.**

Notwithstanding anything to the contrary in this Agreement, Seller shall not be obligated to sell the Property unless at or prior to closing each of the following conditions has been met or Seller has waived said condition in writing Buyer shall cooperate with Seller to execute any documents necessary or convenient to the performance of these conditions:

(a) Seller has obtained the approval of its governing board, the Regents of the University of Idaho, to this transaction and all agreements associated with or arising out of this transaction.

(b) Buyer and Seller have entered into, and Buyer and Seller agree to enter into, the Ground Lease and Resale Agreement.

(c) There has been no default by Buyer under the Earnest Money Agreement.

6. **Escrow Holder.**

Prior to closing, the parties shall open an escrow with Latah County Title Company, 106 E 2nd St, Moscow ID 83843 ("**Escrow Holder**") Seller shall deposit into escrow a duly executed and acknowledged Quitclaim Deed ("**Deed**"), attached as **Exhibit E**, and duly executed and acknowledged Bill of Sale ("**Bill of Sale**"), attached as **Exhibit F**, conveying all of Seller's

right, title and interest in the Property to Buyer, together with instructions to deliver and record the Deed and deliver the Bill of Sale when Escrow Holder is in a position to: (a) pay to Seller the portion of the Purchase Price to Seller as set forth in Section 3(b), (b) deliver the fully executed Promissory Note as set forth in Section 3(c) and (c) deliver and record the fully executed and acknowledged Deed of Trust as set forth in Section 3(c)

7. Closing and Termination Date.

(a) The earnest money paid to Seller pursuant to the Earnest Money Agreement shall be applied to the Purchase Price at Closing. Closing shall occur on July 1, 2009 at the offices of Escrow Holder. Closing shall be completed when the Deed to Buyer is recorded which shall be as soon as practicable after deposit of the Purchase Price, less the amount paid to Seller pursuant to the Earnest Money Agreement, with the Escrow Holder. Possession passes to Buyer at closing.

(b) Termination of this Agreement for reasons other than Default as described in Section 15 of this Agreement shall occur only upon (i) the mutual written consent of the Buyer and Seller, (ii) upon written notification by the Buyer to the Seller (which notice shall be given prior to closing) that the terms and conditions of Section 4 of this Agreement have not been met to the satisfaction of the Buyer, or (iii) upon written notification by Seller to Buyer (which notice shall be given prior to closing) that the terms and conditions of Section 5 of this Agreement have not been met to the satisfaction of Seller.

8. Costs.

Buyer shall pay the cost of recording the Deed. Any escrow fees shall be paid equally by both parties. Buyer shall pay all other costs not specifically assigned to Seller in this Agreement.

9. 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, defend and hold harmless the other party from all claims arising from any misrepresentation by the indemnifying party pursuant to this Section 9

10. Seller's Representations And Warranties.

(a) Seller represents and warrants that Seller has authority to enter into this Agreement and to grant the license granted in Section 2.

(b) Seller represents and warrants that execution, delivery and performance of this Agreement have been duly authorized and approved by all actions necessary by Seller, on the part of Seller, and that the this Agreement constitutes valid and binding agreement of Seller in accordance with its terms. The preceding sentence shall not negate Seller's obligation to obtain the approval necessary as described in Section 5(a)

(c) The provisions of this Section 10(c) shall survive closing. Buyer is relying solely upon Buyer's inspections as to the condition of the Property. Except as expressly set forth in this Agreement, Seller and Seller's agents are not making, have not made and expressly disclaim any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Property including, without limitation, the existence of hazardous waste, or the suitability of the Property for Buyer's intended use. Buyer shall independently verify all information and reports regarding any aspect or feature of the Subject Property provided by Seller. Seller does not guaranty the accuracy of any information or reports provided by Seller, it agents, employees or contractors. Buyer is purchasing the Property in "As Is" condition with all faults including both latent and patent defects and Buyer releases Seller

from any and all liability relating to any aspect or condition of the Property, known or unknown, foreseeable or unforeseeable, actual or contingent, arising by statute, common law or otherwise. As used herein "hazardous waste" shall mean any hazardous waste or pollutants, contaminants or hazardous waste as defined by the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any amendments thereto, the Resource Conservation and Recovery Act and any amendments thereto or any similar state, local or federal law, rule or regulation, including, without limitation, asbestos or asbestos containing materials, PCBs, petroleum and petroleum products and urea-formaldehyde

11. Casualty.

Should the Property be damaged or destroyed by fire or other casualty prior to the time of closing, Buyer, at Buyer's sole option, may terminate Buyer's obligation to purchase the Property by giving written notice to Seller at any time prior to the time of closing. Subject to any damaged or destruction by fire or other casualty prior to the time of closing, Seller agrees to maintain Property in its current condition, reasonable wear and tear for a vacant building excepted, through and including the day of closing.

12. 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 Property, Buyer, at Buyer's sole option, may elect to terminate Buyer's obligation to purchase the Property by giving written notice to Seller at any time prior to the time of closing. 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.

13. Successors.

This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

14. 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 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.

15. Default.

(a) Neither party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) 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 thirty (30) day period, has rectified the particulars specified in said notice of default.

(b) In the event of a default, the nondefaulting party may:

(i) Terminate this Agreement upon written notice to the defaulting party, and recover from the defaulting party all damages incurred by the nondefaulting party;

(ii) 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;

(iii) 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

(iv) 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

16. Notices.

(a) 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:

Seller: Lloyd E Mues
Vice President for Finance Administration
University of Idaho
PO Box 443168
Moscow ID 83844-3168

Buyer: Idaho Alumni Assoc of Alpha Gamma Rho, Inc.
PO Box 3472
Moscow ID 83843

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.

(b) 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

17. 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.

18. Entire Agreement.

This Agreement and the Earnest Money Agreement contain the entire agreement between the parties hereto and supersedes all prior agreements, 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.

19. Construction.

In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

20. Joint And Several Obligations.

In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

21. 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. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

22. Time Period Computation.

All time periods in this Agreement shall be deemed to refer to calendar days unless the time period specifically references business days; provided that if the last date on which to perform any act or give any notice under this Agreement shall fall on a Saturday, Sunday or local, state or national holiday, such act or notice shall be deemed timely if performed or given on the next succeeding business day.

23. 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 of Buyer's purchase of the Property from Seller, and shall (along with all indemnification, defense and hold harmless obligations related thereto) survive the closing of Buyer's purchase of the Property from Seller.

24. 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.

EXECUTED as of the date first above written.

BUYER:

Idaho Alumni Association of Alpha Gamma
Rho, Inc.

SELLER:

Board of Regents of the University of Idaho

Glenn Poxleitner, President

Lloyd E. Mues
Vice President, Finance & Administration

Matt Yahvah, Secretary

List of Exhibits

Exhibit "A" – Promissory Note
Exhibit "B" – Deed of Trust
Exhibit "C" – Ground Lease
Exhibit "D" – Resale Agreement
Exhibit "E" – Quitclaim Deed
Exhibit "F" – Bill of Sale

EXHIBIT A TO PURCHASE AND SALE AGREEMENT PROMISSORY NOTE

THIS PROMISSORY NOTE ("Note") is made by The Idaho Alumni Association of Alpha Gamma Rho, Inc., an Idaho non-profit corporation ("**Borrower**"), in favor of 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 ("**Lender**") and is effective as of July 1, 2009. Pursuant to the terms of this Note, Borrower promises to pay to Lender, in lawful money of the United States of America, the principal amount of Three Hundred Forty-Eight Thousand and NO/100ths Dollars (\$348,000) plus interest at the rate of five percent (5%) from the date of this Note until paid in full.

1. Payments and Interest. Borrower will pay this Note in forty (40) equal monthly installments of Fourteen Thousand Five Hundred Sixty-Four and 82/100 Dollars (\$14,564.82) each. The first payment shall be due January 1, 2011 and all subsequent payments shall be due and payable on July 1 and January 1 of each calendar year thereafter until paid in full. Final payment for all principal and interest due on the Note shall be due and payable on July 1, 2030. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs and any late charges, then to any unpaid interest, and any remaining amount to principal. Accrued but unpaid interest shall compound and be added to the amount due on January 1 and July 1 of each calendar year. For the purposes of calculating interest, a day shall be calculated as 1/365th of a year. Accrual of interest shall commence on the date of this Note. Borrower will pay Lender by check made payable to "Bursar, University of Idaho", and mailed to the attention of "General Accounting, University of Idaho, Moscow ID 83844-3166" or at such other place or person as Lender may designate in writing.

2. Late Payment Fee. In the event Borrower fails to pay any installment due under this Note, including final payment upon maturity, if permitted under applicable law, Borrower shall pay to Lender an additional amount of Five Hundred Dollars (\$500). Borrower agrees and acknowledges that the failure to timely pay any amount due under this Note will impose actual damages on Lender which would be extremely difficult or impracticable to ascertain and that the additional fee represents a reasonable estimate of such damages. Borrower expressly agrees and acknowledges that the payment of such amount is not intended as a forfeiture or penalty.

3. Events of Default. Each of the following shall constitute an event of default ("**Event of Default**") under this Note:

- (a) Borrower fails to make any payment when due under this Note.
- (b) Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in the Deed of Trust securing this Note or in the Ground Lease between Borrower and Lender dated July 1, 2009 or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

(c) Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

(d) The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

(e) Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

(f) If any default is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (i) cures the default within thirty (30) days; or (ii) if the cure requires more than thirty (30) days (other than the failure to pay money), immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

4. Acceleration. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

5. Collection Fees. Lender may hire or pay someone else to help collect the loan if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees, legal expenses and collection costs or fees, whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

6. Idaho Law Applies. This Note will be governed by, construed and enforced in accordance with the laws of the State of Idaho. This Note has been accepted by Lender in the State of Idaho.

7. Jurisdiction. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Latah County, State of Idaho.

8. Dishonored Check Fee. Borrower will pay a fee to Lender of \$20.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

9. Successors and Assigns. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and Lender's successors and assigns.

10. Prepayment. Borrower may pay all or any portion of the amount owed earlier than it is due provided that such additional payment(s) is made on July 1 or January 1 of any calendar year and, unless the additional payment pays this Note in full, includes an amortization schedule showing when this Note will fully amortize in accordance with its terms taking into effect the additional payment. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full," "without recourse," or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender.

11. Immediately Available Funds. All payments made under this Note shall be made in immediately available funds without setoff or counterclaim, and free and clear of and without deduction for or on account of all present and future fees, deductions, withholdings, restrictions or conditions of whatsoever nature, if any, now or hereafter imposed, levied, calculated, withheld or assessed. "Immediately available funds" shall mean funds tendered without conditions or restrictions on release and in a medium which is subject to immediate deposit and/or credit without confirmation, clearance period, waiting or other delay for or restriction on immediate use, or negotiation. Acceptance of any payment made otherwise than in immediately available funds shall not constitute a waiver of the right to require payment in immediately available funds.

12. General Provisions. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE LATE PAYMENT FEE PROVISIONS. BORROWER AGREES TO THE TERMS OF THIS NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS
PROMISSORY NOTE.

BORROWER:

The Idaho Alumni Association of Alpha Gamma
Rho, Inc., an Idaho non-profit corporation

Glenn Poxleitner, President

Recording Requested By and
When Recorded Return to:

Lloyd E Mues
Vice President for Finance Administration
University of Idaho
PO Box 443168
Moscow ID 83844-3168

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

EXHIBIT B TO PURCHASE AND SALE AGREEMENT
DEED OF TRUST
AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS

among

The Idaho Alumni Association of Alpha Gamma Rho, Inc , an Idaho non-profit corporation

Grantor

Latah County Title Company

Trustee

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
Beneficiary

This Instrument shall be effective as a
UNIFORM COMMERCIAL CODE FINANCING STATEMENT FILED AS A
FIXTURE FILING

By Debtor: The Idaho Alumni Association of Alpha Gamma Rho, Inc., an Idaho non-profit corporation

To Secured Party: 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

This "Financing Statement" covers goods described herein by item or type some or all of which are affixed or are to be affixed to the real property described in Schedule A attached hereto.

**DEED OF TRUST
AND FIXTURE FILING WITH ASSIGNMENT
OF LEASES AND RENTS**

THIS DEED OF TRUST AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS ("Deed of Trust") is made July 1, 2009, by The Idaho Alumni Association of Alpha Gamma Rho, Inc., an Idaho non-profit corporation, as "Grantor," whose address is PO Box 3472, Moscow ID 83843; to Latah County Title Company, as "Trustee," whose address is 106 E 2nd St, Moscow ID 83843; for the benefit of 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, as "Beneficiary," whose address is PO Box 443168, Moscow ID 83844-3168.

ARTICLE I

1. Granting Clause. Grantor irrevocably grants, bargains, sells and conveys to Trustee and its successors and assigns in trust, with power of sale and with right of entry and possession as provided herein, all Grantor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to the following (the "Property"):

(a) All buildings, structures, improvements, fixtures, equipment and machinery and personal property now or hereafter attached to or used in connection with the use, occupancy or operation of that certain real property located in Latah County, Idaho, commonly referred to as 745 Nez Perce Drive, Moscow, Idaho, and more specifically described in Schedule A attached hereto and incorporated herein by reference (the "Real Property"), including, but not limited to, heating and incinerating apparatus and equipment, boilers, engines, motors, generating equipment, telephone and other communication systems, piping and plumbing fixtures, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, irrigation equipment, carpeting, underpadding, elevators, escalators, partitions, mantles, built-in mirrors, window shades, blinds, screens, storm sash, awnings, furnishings of public spaces, halls and lobbies, and shrubbery and plants. All property mentioned in this subsection (a) shall be referred to herein as the "Improvements".

(b) All rents, issues and profits of the Improvements, all existing and future leases of the Improvements (including extensions, renewals and subleases), all agreements for use and occupancy of the Improvements (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due

(including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Improvements including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Improvements, all proceeds payable as a result of exercise of an option to purchase the Improvements, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, all security deposits or other deposits for the performance of any lessee's obligations under the Leases, and all proceeds from any rights and claims of any kind which Grantor may have against any lessee under the Leases or any occupants of the Improvements (all of the above are hereafter collectively referred to as the "Rents").

2. Financing Statement This Deed of Trust shall also constitute a financing statement filed for record in the real estate records as a fixture filing pursuant to the Uniform Commercial Code

3. Obligations Secured. The following obligations ("Secured Obligations") are secured by this Deed of Trust:

(a) Payment of the sum of up to Three Hundred Forty-Eight Thousand and No/100ths Dollars (\$348,000.00) with interest thereon according to the terms of the Promissory Note of even date herewith, with an original maturity date of July 1, 2030, payable to Beneficiary or order and made by The Idaho Alumni Association of Alpha Gamma Rho, Inc. ("Borrower"), including all renewals, amendments, modifications, extensions and substitutions therefor (the "Note")

(b) Payment of any further sums now or hereafter advanced or loaned by Beneficiary to Grantor or Borrower, or any of its successors or assigns, and payment of every other present and future obligation owing by Grantor or Borrower to Beneficiary of any kind, and all renewals, modifications, and extensions thereof, including any interest, fees, costs, service charges, indemnifications and expenses connected with such obligations, if (i) the promissory note or other written document evidencing the future advance or loan or other obligation specifically states that it is secured by this Deed of Trust, or (ii) the advance, including costs and expenses incurred by Beneficiary, is made pursuant to the Note, this Deed of Trust or any other documents executed by Grantor or Borrower evidencing, securing, or relating to the Note, and/or the Property, whether executed prior to, contemporaneously with, or subsequent to this Deed of Trust (this Deed of Trust, the Note and all such other documents, and all renewals, amendments, modifications or extensions thereof, are hereafter collectively referred to as the "Loan Documents"), together with interest thereon at the rate set forth in the Note, unless otherwise specified in the Loan Documents or agreed in writing. Rent due under the Ground Lease by and between Beneficiary, as Landlord, and Grantor, as Tenant, is not secured by this Deed of Trust

(c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents, as such may be amended.

ARTICLE II

1. Assignment of Rents and Leases. Grantor hereby absolutely and irrevocably assigns to Beneficiary all Grantor's interest in the Rents and Leases. Grantor warrants it has made no prior assignment of the Rents or the Leases and will make no subsequent assignment (other than to Beneficiary) without the prior written consent of Beneficiary. At Beneficiary's request, Grantor shall execute and deliver to Beneficiary a separate assignment of rents containing such terms and conditions as Beneficiary may reasonably require.

(a) Unless otherwise provided in any separate assignment of the Leases and/or the Rents, and so long as Borrower or Grantor is not in default under the Loan Documents, Grantor may collect the Rents as the Rents become due. Grantor shall use the Rents to pay normal operating expenses for the Property. No Rents shall be collected for a period subsequent to the current one month rental period and first or last month's rent. Grantor's right to collect the Rents shall not constitute Beneficiary's consent to the use of cash Property in any bankruptcy proceeding.

(b) If Grantor or Borrower is in default under this Deed of Trust or any other Loan Document, without notice to Grantor, Beneficiary or its agents, or a court appointed receiver, may collect the Rents. In doing so, Beneficiary may (i) evict lessees for nonpayment of rent, (ii) terminate in any lawful manner any tenancy or occupancy, (iii) lease the Property in the name of the then owner on such terms as it may deem best, (iv) institute proceedings against any lessee for past due rent, and (v) do all other acts and things as Beneficiary deems necessary or desirable. The Rents received shall be applied to payment of the costs and expenses of collecting the Rents, including a reasonable fee to Beneficiary, a receiver or an agent, operating expenses for the Property and any sums due or payments required under the Loan Documents, in such order as Beneficiary may determine. Any excess shall be paid to Grantor, however, Beneficiary may withhold from any excess a reasonable amount to pay sums anticipated to become due which exceed the anticipated future Rents. Beneficiary's failure to collect or discontinuing collection at any time shall not in any manner affect the subsequent enforcement by Beneficiary of its rights to collect the Rents. The collection of the Rents by or for Beneficiary shall not cure or waive any default under the Loan Documents. Any Rents paid to Beneficiary or a receiver shall be credited against the amount due from the lessees under the Leases. In the event any lessee under a Lease becomes the subject of any proceeding under the Bankruptcy Code or any other federal, state or local statute which provides for the possible termination or rejection of any Lease assigned hereby, Grantor covenants and agrees that in the event any of the Leases are so rejected, no damages settlement shall be made without the prior written consent of Beneficiary. Grantor hereby expressly authorizes and directs all present and future tenants of the Property to pay any and all Rents due Grantor pursuant to the Leases directly to Beneficiary or such nominee as Beneficiary may direct by written notice delivered to and received by such tenants. Grantor agrees any tenants who make payments directly to Beneficiary or its designee after receipt of

such a notice are hereby expressly relieved of any and all duty, liability or obligation to Grantor in respect of all payments so made.

(c) Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Property or any part thereof, Beneficiary is not and shall not be deemed to be: (i) "a mortgagee in possession" for any purpose; (ii) responsible for performing any of the obligations of the lessor under any Lease; (iii) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or (iv) liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it. In exercising its rights under this Section 1 Beneficiary shall be liable only for the proper application of and accounting for the Rents collected by Beneficiary or its agents.

2. Leases Grantor shall fully comply with all of the terms, conditions and provisions of the Leases so that the same shall not become in default and do all things necessary to preserve the Leases in force. Unless otherwise agreed in writing by Beneficiary, without Beneficiary's prior written consent, Grantor will not enter into any Lease (i) for a term of two (2) years or more, or (ii) containing an option or right to purchase all or any part of the Property in favor of any lessee. With respect to any Lease of the whole or any part of the Property involving an initial term of two (2) years or more, Grantor shall not, without the prior written consent of Beneficiary, (a) permit the assignment or subletting of all or part of the lessee's rights under the Lease unless the right to assign or sublet is expressly reserved by the lessee under the Lease, (b) modify or amend the Lease for a lesser rental or term, or (c) accept surrender of the Lease or terminate the Lease except in accordance with the terms of the Lease providing for termination in the event of a default. Any proceeds or damages resulting from a lessee's default under any Lease, at Beneficiary's option, shall be paid to Beneficiary and applied against sums owed under the Loan Documents even though such sums may not be due and payable. Except for real estate taxes and assessments, without Beneficiary's prior written consent, Grantor shall not permit any lien to be created against the Property which may be or may become prior to any Lease. If the Property is partially condemned or suffers a casualty, Grantor shall promptly repair and restore the Property in order to comply with the Leases.

ARTICLE III

1. Performance of Obligations Grantor shall strictly comply with all material terms and conditions of the Loan Documents, and perform each Secured Obligation for which it is obligated in accordance with its terms. Grantor shall strictly comply with all material terms and conditions of the Ground Lease by and between Beneficiary, as Landlord, and Grantor, as Tenant of even date hereof pursuant to which Beneficiary leases the Real Property.

2. Prohibited Liens.

(a) Subject to Grantor's rights under subsection (b) below, Grantor shall not permit any governmental or statutory liens (including taxes, mechanic's or materialmen's liens)

to be filed against the Property except for real estate taxes and assessments not yet due and liens permitted by the Loan Documents or approved by Beneficiary in writing.

(b) Grantor will have the right to contest in good faith by appropriate legal or administrative proceeding the validity of any prohibited lien, encumbrance or charge so long as (i) no default exists under the Loan Documents, (ii) Grantor first deposits with Beneficiary a bond or other security satisfactory to Beneficiary in the amount reasonably required by Beneficiary, but not more than the amounts specified in Idaho Code Section 45-519, as now or hereafter amended; (iii) Grantor immediately commences its contest of such lien, encumbrance or charge, and continuously pursues the contest in good faith and with due diligence; (iv) foreclosure of the lien, encumbrance or charge is stayed; and (v) Grantor pays any judgment rendered for the lien claimant or other third party within ten (10) days after the entry of the judgment. Grantor will discharge or elect to contest and post an appropriate bond or other security within twenty (20) days of written demand by Beneficiary.

3. Payment of Taxes and Other Encumbrances. Grantor shall pay the real estate taxes and any assessments or ground rents at least seven (7) days prior to delinquency unless otherwise provided for in the reserve account described in Section 15 below. All other encumbrances, charges and liens affecting the Property, including mortgages and deeds of trust, whether prior to or subordinate to the lien of this Deed of Trust, shall be paid when due and shall not be in default. On request Grantor shall furnish evidence of payment of these items.

4. Maintenance; No Waste. Grantor shall protect and preserve the Property and maintain it in good condition and repair. Grantor shall do all acts and take all precautions which, from the character and use of the Property, are reasonable, proper or necessary to so maintain, protect and preserve the Property. Grantor shall not commit or permit any waste of the Property.

5. Compliance with Laws. Grantor shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property, including, without limitation, all applicable requirements of the Fair Housing Act of 1968 (as amended) and the Americans With Disabilities Act of 1990 (as the same may be amended from time to time), and shall not commit or permit any act upon or concerning the Property in material violation of any such laws, ordinances, regulations, covenants, conditions, and restrictions. Grantor shall defend, indemnify and hold Beneficiary harmless from and against all liability threatened against or suffered by Beneficiary by reason of a breach by Grantor of the foregoing representations, warranties, covenants and agreements. The foregoing indemnity shall include the cost of all alterations to the Property (including architectural, engineering, legal and accounting costs), all fines, fees and penalties, and all legal and other expenses (including attorneys' fees) incurred in connection with the Property being in violation of any such laws, ordinances, regulations, covenants, conditions and restrictions. If Beneficiary or its designee shall become the owner of or acquire an interest in or rights to the Property by foreclosure or deed in lieu of foreclosure of this Deed of Trust or by other means, the foregoing indemnification obligation shall survive such foreclosure or deed in lieu of foreclosure or other acquisition of the Property. Notwithstanding the preceding sentence, Grantor shall have no obligation to defend, indemnify or hold Beneficiary harmless from any

liability arising from or out of the activities of Beneficiary or its agents with respect to the Property on or after the transfer of the Property to Beneficiary pursuant to foreclosure proceedings or in lieu thereof

6. Impairment of Property Grantor shall not, without Beneficiary's prior written consent, change the present use or the intended use of the Property, change the general nature of the occupancy of the Property, initiate, acquire or permit any change in any public or private restrictions (including without limitation a zoning reclassification) limiting the uses which may be made of the Property, or take or permit any action which would impair the Property or Beneficiary's lien or security interest in the Property.

7. Inspection of Property. Upon written notice, Beneficiary and/or its representatives may enter on to and inspect the Property (including taking and removing soil, groundwater and other samples) at reasonable times after reasonable notice. Subject to the rights of all current tenants, Grantor shall permit Beneficiary and/or its representatives to have access to and perform inspections of the Property and to respond fully and freely to Beneficiary's and/or its representatives requests for information concerning the Property

8. Grantor's Defense of Property. Grantor shall appear in and defend any action or proceeding which may affect the Property or the rights or powers of Beneficiary or Trustee under this Deed of Trust

9. Beneficiary's Right to Protect Property. Beneficiary may commence, appear in, and defend any action or proceeding which may affect the Property or the rights or powers of Beneficiary or Trustee under this Deed of Trust. Beneficiary may pay, purchase, contest or compromise any encumbrance, charge or lien which in its judgment appears to be prior or superior to the lien of this Deed of Trust. If Borrower defaults under the Loan Documents or Grantor fails to do any act required of it under the Loan Documents, Beneficiary, without any obligation to do so and without releasing Grantor from any obligations under the Loan Documents, may make the payment or cause the act to be performed in such manner and to such extent as Beneficiary may deem necessary to protect the Property. Beneficiary is authorized to enter upon the Property for such purposes. In exercising any of these powers Beneficiary may incur such expenses, in its absolute discretion, it deems necessary.

10. Hazardous Substances

(a) Grantor represents and warrants to Beneficiary, to the best of Grantor's knowledge, no hazardous or toxic waste or substances are being stored on the Property nor have any such waste or substances been stored or used in, on, under, over or about the Property or any adjacent property during Grantor's ownership, possession or control of the Property, other than the use or storage of hazardous or toxic waste or substances generally used in the ordinary course of operating, maintaining or developing properties such as the Property, all of which Grantor covenants have and will be used, stored and disposed of in accordance with commercially reasonable practices and with all applicable federal, state and local laws, regulations and ordinances. Grantor shall provide written notice to Beneficiary immediately upon Grantor

becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor will not cause nor permit any activities on the Property which directly or indirectly could result in the Property or any other property becoming contaminated with hazardous or toxic waste or substances. For purposes of this Deed of Trust, the term "hazardous or toxic waste or substances" means any chemical, substance or material classified or designated as hazardous, toxic or radioactive, or similar term, and now or hereafter regulated under any applicable federal, state or local statute, regulation, ordinance or requirement, now or hereafter in effect, pertaining to environmental protection, contamination or cleanup

(b) Grantor shall comply, at Grantor's expense, with all statutes, regulations and ordinances which apply to the Property, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction which Grantor is bound by, relating to the use, collection storage, treatment, control, removal or cleanup of hazardous or toxic substances in, on, under, over or about the Property or in, on, under, over or about any adjacent property that becomes contaminated with hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the Property. Beneficiary may, but is not obligated to, enter upon the Property to inspect it for compliance and to take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary; and whether or not Grantor has actual knowledge of the existence of hazardous or toxic substances in, on, under, over or about the Property or any adjacent property as of the date hereof, Grantor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities

11. Repayment of Beneficiary's Expenditures Grantor shall pay within ten (10) days after written notice from Beneficiary all sums expended by Beneficiary and all costs and expenses incurred by Beneficiary in taking any actions pursuant to the Loan Documents including reasonable attorneys' fees, accountants' fees, appraisal and inspection fees, and the costs for title reports. If any laws or regulations are passed subsequent to the date of this Deed of Trust which require Beneficiary to incur out-of-pocket expenses in order to maintain, modify, extend or foreclose this Deed of Trust, revise the terms of the Loan Documents or any of the Secured Obligations, Grantor shall reimburse Beneficiary for such expenses within fifteen (15) days after written notice from Beneficiary. Expenditures by Beneficiary shall bear interest from the date of such advance or expenditure at the rate of twelve percent (12%) per annum, shall constitute advances made under this Deed of Trust and shall be secured by and have the same priority as the lien of this Deed of Trust. If Grantor fails to pay any such expenditures, costs and expenses and interest thereon, Beneficiary may, at its option, without foreclosing the lien of this Deed of Trust, commence an independent action against Grantor for the recovery of the expenditures and/or advance any undisbursed proceeds under the Note to pay the expenditures

12. Accelerating Transfers

(a) "Accelerating Transfer" means any sale, conveyance, encumbrance, transfer of full possessory rights, or other transfer, excluding Leases, of all or any part of the Property or any interest in it, whether voluntary, involuntary, by operation of law or otherwise and whether or not for record or for consideration.

(b) Grantor agrees that Grantor shall not make any Accelerating Transfer without Beneficiary's prior written consent, not to be unreasonably withheld. If any Accelerating Transfer occurs without Beneficiary's prior written consent, Beneficiary in its sole discretion may declare an immediate default and all sums secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any rights and remedies provided herein.

13. Release of Parties or Property. Without affecting the obligations of any party under the Loan Documents and without affecting the lien of this Deed of Trust, Beneficiary and/or Trustee may, without notice (a) release all or any Grantor and/or any other party now or hereafter liable for any of the Secured Obligations (including guarantors), (b) release all or any part of the Property, (c) subordinate the lien of this Deed of Trust, (d) take and/or release any other security for or guarantees of the Secured Obligations, (e) grant an extension of time for performance of the Secured Obligations, (f) modify, waive, forbear, delay or fail to enforce any of the Secured Obligations, (g) sell or otherwise realize on any other security or guaranty prior to, contemporaneously with or subsequent to a sale of all or any part of the Property, and (h) make advances pursuant to the Loan Documents including advances in excess of the Note amount.

14. Status of Grantor. Grantor's exact legal name is correctly set forth at the end of this Deed of Trust. Grantor will not cause or permit any change to be made in his name or identity unless the Grantor shall have notified Beneficiary in writing of such change at least fifteen (15) days prior to the effective date of such change, and shall have first taken all action required by Beneficiary for the purpose of further perfecting or protecting the lien and security interest of Beneficiary in the Property.

ARTICLE IV

1. Insurance.

(a) Grantor shall maintain such insurance on the Property as is commercially reasonable, with premiums prepaid, providing replacement cost coverage and insuring against loss by fire and such other risks covered by extended coverage insurance. Grantor also shall maintain commercial general public liability insurance. All insurance shall be with companies satisfactory to Beneficiary and in such amounts as is commercially reasonable, with lender's loss payable clauses in favor of and in form satisfactory to Beneficiary. At least thirty (30) days prior to the expiration of the term of any insurance policy, Grantor shall furnish Beneficiary with written evidence of renewal or issuance of a satisfactory replacement policy. If requested Grantor shall deliver copies of all policies to Beneficiary. Each policy of insurance shall provide Beneficiary with no less than thirty (30) days prior written notice of any cancellation, expiration, non-renewal or modification.

(b) In the event of foreclosure of this Deed of Trust all interest of Grantor in any insurance policies pertaining to the Property and in any claims against the policies and in any proceeds due under the policies shall pass to Beneficiary.

(c) If under the terms of any Lease the lessee is required to maintain insurance of the type required by the Loan Documents and if the insurance is maintained for the benefit of both the lessor and Beneficiary, Beneficiary will accept such policies provided all of the requirements of Beneficiary and the Loan Documents are met. In the event the lessee fails to maintain such insurance, Grantor shall promptly obtain such policies as are required by the Loan Documents.

(d) If Grantor fails to maintain commercially reasonable insurance required of it, or fails to pay any premiums with respect to such insurance, Beneficiary may obtain such replacement insurance as it deems necessary or desirable, or pay the necessary premium on behalf of Grantor, and any sums expended by Beneficiary in so doing shall be added to the principal balance of the Note and bear interest at the rate of twelve percent (12%) per annum.

2. Damages and Condemnation and Insurance Proceeds

(a) Grantor shall be entitled to (i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it; (ii) all other awards, claims and causes of action, arising out of any warranty affecting all or any part of the Property, or for damage or injury to or decrease in value of all or part of the Property or any interest in it; (iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property; and (iv) all interest which may accrue on any of the foregoing.

(b) Grantor shall immediately notify Beneficiary in writing if: (i) any damage occurs or any injury or loss is sustained in the amount of \$25,000 or more to all or part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or (ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property. If Beneficiary chooses, it may require Borrower to reduce the principal amount outstanding under the Note in an amount equal to the insurance proceeds or award offer, in an amount up to the amount outstanding under the Note.

ARTICLE V

1. Default; Remedies

(a) Grantor will be in default under this Deed of Trust upon the occurrence of any one or more of the following events: (i) subject to the right to cure as set forth below, any payment is not made when due under the Note or any other Secured Obligation, this Deed of Trust or any other Loan Document; (ii) subject to the right to cure as set forth below, there is a default under, a breach of, or failure to materially perform any other covenant, agreement or

obligation to be performed under the Note or any other Secured Obligation, this Deed of Trust or any other Loan; (iii) any representation or warranty contained in this Deed of Trust or any other Loan Document, proves to be false or misleading in any material respect, and as a result Beneficiary reasonably believes that Grantor's financial condition or Grantor's ability to pay its debts as they become due will thereby be materially impaired; (iv) Grantor defaults in any material respect under any lease or other contract or agreement relating to the Property, and such default is not cured within the applicable cure period, if any; (v) Grantor, or Borrower, is in default with respect to any other loan or business or financial accommodation from Beneficiary to Grantor; (vi) Grantor, or Borrower files a petition or action for relief under any bankruptcy, reorganization or insolvency laws or makes an assignment for the benefit of creditors; or (vii) an involuntary petition is filed against Grantor or Borrower under any bankruptcy, reorganization or other insolvency laws, or a custodian, receiver or trustee is appointed to take possession, custody or control of the Property, and such petition or appointment is not set aside, withdrawn or dismissed within thirty (30) days from the date of filing or appointment.

(b) In the event of a default Beneficiary may declare the Secured Obligations, evidenced by the Note or any other Loan Document, immediately due and payable after notice as set forth in Section 2 below, and/or exercise its rights and remedies under the Loan Documents and applicable law including foreclosure of this Deed of Trust judicially as a mortgage or non-judicially pursuant to the power of sale. Beneficiary's exercise of any of its rights and remedies shall not constitute a waiver or cure of a default. Beneficiary's failure to enforce any default shall not constitute a waiver of the default or any subsequent default. In the event of foreclosure, the cost of the title premium for the trustee's sale guarantee (or equivalent title policy or report) shall be paid for by Grantor. If the Loan Documents are referred to an attorney for enforcement or preservation of Beneficiary's rights or remedies, whether or not suit is filed or any proceedings are commenced, Grantor shall pay all Beneficiary's reasonable costs and expenses including Trustee's and attorneys' fees (including reasonable attorneys' fees for any appeal, bankruptcy proceeding or any other proceeding), accountants' fees, appraisal and inspection fees and cost of title report.

2. Notice and Opportunity to Cure Notwithstanding any other provision of this Deed of Trust, Beneficiary shall not accelerate the maturity of one or more of the Secured Obligations or exercise any of its other remedies under any of the Loan Documents (a) because of a monetary default (defined below) by Grantor or Borrower unless Grantor fails to cure the default within fifteen (15) days of the date on which Beneficiary mails or delivers written notice of the default to Grantor, or (b) because of a nonmonetary default (defined below) by Grantor or Borrower unless Grantor fails to cure the default within thirty (30) days of the date on which Beneficiary mails or delivers written notice of the default to Grantor. For purposes of this Deed of Trust, the term "monetary default" means a failure by Grantor or Borrower to make any payment required of it pursuant to the Note or any other Loan Document, and the term "nonmonetary default" means a failure by Grantor or Borrower or any other person or entity to perform any obligation contained in the Note or any other Loan Document, other than the obligation to make payments provided for in the Note or any other Loan Document. If a nonmonetary default is capable of being cured and the cure cannot reasonably be completed within the thirty (30) day cure period,

the cure period shall be extended up to ninety (90) days so long as Grantor or Borrower has commenced action to cure within the thirty (30) day cure period, and in Beneficiary's opinion, Grantor or Borrower is proceeding to cure the default with due diligence. None of the foregoing shall be construed to obligate Beneficiary to forebear in any other manner from exercising its remedies and Beneficiary may pursue any other rights or remedies which Beneficiary may have because of a default.

3. Nonjudicial Foreclosure In the event of a default, Beneficiary may elect to foreclose by exercise of the power of sale granted in this Deed of Trust and, in doing so, to deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Grantor's interest in the Improvements to be sold (the "Notice of Default"), together with this Deed of Trust and the Note and such receipts or other evidence of expenditures made by Beneficiary and secured by this Deed of Trust as Trustee may require.

4. Judicial Foreclosure In the event of a default, Beneficiary may commence an action to judicially foreclose this Deed of Trust as a mortgage. The Improvements may be sold at one or more sales, as a whole or in such parcels or lots, with such elements of real property, and in such manner or order as the Beneficiary, in its sole discretion, may elect. Beneficiary will be entitled to possession of the Property during any redemption period allowed under the laws of the State of Idaho. However, if Grantor remains in possession of the Property after it has been sold, Grantor will become a tenant at will of the purchaser of the Property and will pay a reasonable rental for the use thereof while the same is in Grantor's possession. During any redemption period, the purchaser may make such repairs and alterations to the Property as may be reasonably necessary for its proper operation, care, preservation or protection; pay any Impositions which become due; insure the Property against loss by casualty and itself against liability arising from its ownership and use of the Improvements; pay liens not extinguished by the foreclosure; and pay any other amounts relating to the Property as they become due. Any sums so paid, together with interest thereon from the date of the expenditure at the rate allowed under Idaho law during the period of redemption, will be included in the amount required to be paid to redeem the Property.

5. Cumulative Remedies. To the fullest extent allowed by law, all Beneficiary's and Trustee's rights and remedies specified in the Loan Documents (including this Deed of Trust) are cumulative, not mutually exclusive and not in substitution for any rights or remedies available at law or in equity. Without waiving its rights in the Property, Beneficiary may proceed against Grantor or may proceed against any other security or guaranty for the Secured Obligations, in such order and manner as Beneficiary may elect. The commencement of proceedings to enforce a particular remedy shall not preclude the discontinuance of the proceedings and the commencement of proceedings to enforce a different remedy.

6. Entry After a default, Beneficiary, in person, by agent or by court appointed receiver, may enter, take possession of, manage and operate all or any part of the Property; entering into, enforcing, modifying, or canceling Leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents;

collecting and receiving any payment of money owing to Grantor; completing any unfinished construction; and/or contracting for and making repairs and alterations. Grantor hereby irrevocably constitutes and appoints Beneficiary as its attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures. Although the foregoing power of attorney is effective immediately, Beneficiary shall not exercise the power until the occurrence of a default.

7. Appointment of Receiver In the event of a default, Grantor consents to, and Beneficiary, to the fullest extent permitted by applicable law, shall be entitled, without notice, bond or regard to the adequacy of the Property, to the appointment of a receiver for the Property. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by a receiver, all the rights and powers granted to Beneficiary by the Loan Documents. The receiver shall be entitled to receive a reasonable fee for management of the Property. If Grantor is an occupant of the Property, Beneficiary has the right to require Grantor to pay rent at fair market rates and the right to remove Grantor from Property if Grantor fails to pay rent.

8. Sale of Property After Default. Following a default, in furtherance of the foreclosure of this Deed of Trust, either judicially or non-judicially, the Property may be sold (at trustee's sale, sheriff's sale or otherwise) separately or as a whole, and in any order, at the option of Beneficiary. In the event of a trustee's sale, Grantor, and the holder of any subordinate liens or security interest with actual or constructive notice hereof, waive any equitable, statutory or other right they may have to require marshaling of assets in connection with the exercises of any of the remedies permitted by applicable law or provided herein, or to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust or foreclosure in the inverse order of alienation

9. Foreclosure of Lessee's Rights; Subordination. Beneficiary shall have the right, at its option, to foreclose this Deed of Trust subject to the rights of any lessees of the Property. Beneficiary's failure to foreclose against any lessee shall not be asserted as a claim against Beneficiary or as a defense against any claim by Beneficiary in any action or proceeding. Beneficiary at any time may subordinate this Deed of Trust to any or all of the Leases except that Beneficiary shall retain its priority claim to any condemnation or insurance proceeds

10. Repairs During Redemption In the event of a judicial foreclosure the purchaser during any redemption period may make such repairs and alterations to the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring of the Property. Any sums so paid, together with interest from the date of the expenditure at the rate provided in the judgment, shall be added to the amount required to be paid for redemption of the Property.

ARTICLE VI

1. Power of Attorney. Grantor hereby irrevocably constitutes and appoints Beneficiary and any officer or agent of Beneficiary, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Grantor or in

Grantor's own name to execute in Grantor's name any such document and to otherwise carry out the purposes of this paragraph, to the extent that Grantor's authorization above is not sufficient. To the extent permitted by law, Grantor hereby ratifies and affirms all acts said attorneys-in-fact have lawfully done or caused to be done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable.

2. Reconveyance After Payment. Upon written request of Beneficiary stating that all obligations secured by this Deed of Trust have been paid, Trustee shall reconvey, without warranty, the Property then subject to the lien of this Deed of Trust. Grantor shall pay any costs, trustee's fees and recording fees incurred in so reconveying the Property

3. Nonwaiver of Terms and Conditions. Time is of the essence with respect to performance of the obligations under the Loan Documents. Beneficiary's or Grantor's failure to require prompt enforcement of any such obligation shall not constitute a waiver of the obligation or any subsequent required performance of the obligation. No term or condition of this Deed of Trust or any other Loan Documents may be waived, modified or amended except by a written agreement signed by Grantor and Beneficiary. Any waiver of any term or condition of the Loan Documents shall apply only to the time and occasion specified in the waiver and shall not constitute a waiver of the term or condition at any subsequent time or occasion

4. Right of Subrogation. Beneficiary is subrogated to the rights, whether legal or equitable, of all beneficiaries, mortgagees, lienholders and owners directly or indirectly paid off or satisfied in whole or in part by any proceeds advanced by Beneficiary under the Loan Documents, regardless of whether such parties assigned or released of record their rights or liens upon payment.

5. Statement of Amount Owed. Beneficiary within fifteen (15) days after request by Grantor will furnish Beneficiary a written statement of the amount due under the Loan Documents, any offsets or defenses against the amount claimed by Beneficiary, and such other factual matters as Grantor may reasonably request.

6. Payment of New Taxes. If any federal, state or local law is passed subsequent to the date of this Deed of Trust which requires Beneficiary to pay any tax because of this Deed of Trust or the sums due under the Loan Documents (excluding income taxes), then Grantor shall pay to Beneficiary on demand any such taxes if it is lawful for Grantor to pay them, or, in the alternative Grantor may repay all sums due under the Loan Documents within thirty (30) days of such demand.

7. Notices. Except for any notice required under applicable law to be given in another manner, all notices, certificates, requests, demands and other communications provided for hereunder or under any other Loan Document shall be in writing and shall be (a) personally delivered, or (b) sent by overnight courier of national reputation (c) by United States mail or, (d) by facsimile transmission with conformation, in each case addressed to the party to whom notice is being given at its address as set forth above or, as to each party, at such other address as may

hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) the first business day after the date sent if sent by overnight courier, or (c) three (3) business days after the date sent if sent by United States mail.

8. Controlling Document. In the event of a conflict or inconsistency between the terms and conditions of this Deed of Trust and the terms and conditions of any other of the Loan Documents, the terms and conditions of this Deed of Trust shall prevail.

9. Invalidity of Terms and Conditions. If any term or condition of this Deed of Trust is found to be invalid, the invalidity shall not affect any other term or condition of the Deed of Trust and the Deed of Trust shall be construed as if not containing the invalid term or condition.

10. Legislation Affecting Beneficiary's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Deed of Trust unenforceable according to its terms, Beneficiary, at its option, may require immediate payment in full of all sums secured by this Deed of Trust and may invoke any remedies permitted herein.

11. Rules of Construction. This Deed of Trust shall be construed so that, whenever applicable, the use of the singular shall include the plural, the use of the plural shall include the singular, and the use of any gender shall be applicable to all genders and shall include corporations, partnerships, limited partnerships, limited liability companies and other forms of entities. This Deed of Trust inures to the benefit of, and binds all parties named herein and their successors and assigns. The headings to the various sections have been inserted for convenience of reference only and shall not be used to construe this Deed of Trust.

12. Applicable Law. The Loan Documents shall be governed by and construed in accordance with the laws of the State of Idaho without regard to conflicts of laws rules.

13. Definitions. Any term used in this Deed of Trust and used or defined in the Idaho Uniform Commercial Code, as in effect from time to time (the "UCC"), and not otherwise defined in this Deed of Trust or the Loan Documents shall have the meaning given to that term in the UCC.

14. Hypothecation Deed of Trust - Agreement of Borrower. Borrower (defined above), by its execution of this Deed of Trust, agrees that it shall be subject to, bound by, and personally obligated to pay, observe and perform, jointly and severally with Grantor, each and every of the terms, covenants, and conditions of this Deed of Trust as if Borrower had executed this Deed of Trust as Grantor; provided that any limitation of liability on the part of or applicable to Grantor shall not be applicable to or for the benefit of Borrower, it being understood that Borrower's obligations to Beneficiary under this Deed of Trust or the Loan Documents or otherwise are without limit to liability except as may be expressly and specifically set forth in a separate written agreement signed by Beneficiary.

GRANTOR:

The Idaho Alumni Association of Alpha Gamma
Rho, Inc.

Glenn Poxleitner, President

STATE OF IDAHO)
) ss.

County of _____)

On this _____ day of May, 2009, before me, _____, a Notary Public in and for said State, personally appeared Glenn Poxleitner, known or identified to me to be the President of The Idaho Alumni Association of Alpha Gamma Rho, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho

Residing at _____

My commission expires _____

REQUEST FOR FULL RECONVEYANCE
To be used only when all obligations have been paid
under the Note and this Deed of Trust

TO: TRUSTEE

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said Note above mentioned and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Board of Regents of the University of Idaho

 Lloyd E. Mues
 Vice President, Finance & Administration

Dated _____, 2009.

Mail reconveyance to: Idaho Alumni Association of Alpha Gamma Rho, Inc
 PO Box 3472,
 Moscow ID 83843

SCHEDULE A**LEGAL DESCRIPTION**

Property is described as the real property located in the north half of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows: Commencing at the center quarter corner of Section 18, Township 39 North, Range 5 West, BM, from which the south quarter corner of said Section 18 bears South $00^{\circ}04'37''$ East, 2624.48 feet; Thence North $24^{\circ}08'37''$ East, 69.38 feet to the Point of Beginning; Thence South $77^{\circ}08'30''$ West 226.60 feet; Thence North $01^{\circ}50'46''$ West, 202.42 feet to a point in the southerly curb along Nez Perce Drive; Thence 143.19 feet along said curb, being a curve to the left with a radius of 514.86 feet and a chord which bears North $80^{\circ}12'26''$ East, 142.73 feet; Thence leaving Nez Perce Drive, South $26^{\circ}13'40''$ East, 196.38 feet to the Point of Beginning.

EXHIBIT C TO PURCHASE AND SALE AGREEMENT GROUND LEASE

THIS GROUND LEASE (“**Ground Lease**”) is made as of the 1st day of July, 2009, by and between **Idaho Alumni Association of Alpha Gamma Rho, Inc.**, an Idaho non-profit corporation, 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.

1. Definitions. The following terms as used in this Ground Lease shall have the meanings hereinafter set forth:

1.1 “Landlord”: 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

1.2 “Leased Premises”: That certain real property located in the City of Moscow, County of Latah, State of Idaho, as more particularly described in **Schedule I** attached hereto and incorporated herein by this reference together with all easements, rights and appurtenances thereto but excluding all buildings and improvements located thereon

1.3 “Lienholder”: Any mortgagee under a mortgage, trustee or beneficiary under a deed of trust, or other secured party under any other form of financing constituting a lien on the Leased Premises.

1.4 “Tenant”: Idaho Alumni Association of Alpha Gamma Rho, Inc., an Idaho non-profit corporation

2. Term.

2.1 Initial Term. Landlord leases and Tenant rents the Leased Premises for a term of forty (40) consecutive years commencing on July 1, 2009, and terminating on June 30, 2049.

2.2 Option Term. Tenant shall have one option to extend the term of this Ground Lease to June 30, 2089. To be eligible for such option term, the following conditions must be met (a) Tenant shall deliver to Landlord written notice of Tenant's election to exercise the extension option on or before February 1, 2049; (b) Tenant shall not be in default of this Ground Lease, after application of all notice and cure periods, both at the time of extension and upon commencement of the option term; and (c) at any time after July 1, 2029 but prior to commencement of the option term, Tenant shall have completed such remodeling, alteration, or improvement of Tenant's building on the Leased Premises (which may be completed in phases) of sufficient magnitude to extend the useful life of Tenant's building to June 30, 2089. In the event Landlord concludes the remodeling, alteration, or improvement of Tenant's building is insufficient to demonstrate the proposed work will effectively extend the useful life of the building to June 30, 2089, Landlord shall identify its concerns relating to the insufficiency in writing and submit those written concerns to Tenant. Tenant shall then provide Landlord with its plans to address Landlord's concerns. All plans will be evaluated in accordance with the procedures in Section 5.2 of this Ground Lease and the standard established in this Section 2.2.

2.3 Tenant's Early Termination Option. Upon at least one year's prior written notice to Landlord, Tenant may at any time during the initial or option term terminate this Ground Lease, so long as Leased Premises and any existing improvements on Leased

Premises are surrendered to Landlord in a condition free of any liens, conditions or encumbrances at the time of early termination. Surrender of Tenant's property interests to Landlord by this early termination option shall be subject to Section 16.2 of this Ground Lease.

3. Rent.

3.1 Amount. Tenant shall pay during the initial term of this Ground Lease from and after July 1, 2009 an annual rent in the amount of One Thousand Five Hundred Dollars (\$1,500) per year and, in the event Tenant exercises its option term as provided in Section 2.2 of this Lease, the amount of Two Thousand Five Hundred Dollars (\$2,500) per year during the Option Term ("**Annual Rent**"). Any other amounts due and payable to Landlord from Tenant under this Ground Lease shall be considered rent.

3.2 Delivery and Date of Rent Payments. Annual Rent to Landlord shall be made payable to "Bursar, University of Idaho", and mailed to the attention of "General Accounting, University of Idaho, Moscow ID 83844-3166" or such different address as Landlord shall provide to Tenant by written notice. The initial Annual Rent shall be payable and received on or before July 1, 2009, and each subsequent years' Annual Rent shall be payable and received on or before July 1 of each subsequent year during the terms of this Ground Lease.

4. Tenant's Use. Tenant may only use the Leased Premises for the housing of and related services to students enrolled, intending to enroll in the next enrollment period, or planning to continue a course of study beginning as of the next enrollment period at the University of Idaho and which are active members of the Alpha Gamma Rho Fraternity. Notwithstanding the foregoing sentence, house directors, resident advisors, caretakers, janitors,

and other personnel of a character and number necessarily and customarily involved in the housing of students shall be permitted to occupy the Leased Premises. No tents, trailers, or shacks shall be permitted on the Leased Premises. Parking shall only be permitted on the Leased Premises in parking areas developed with, and accessible from, paved surfaces of asphalt or concrete. Parking desired by Tenant's occupants or other personnel that is off the Leased Premises, but on adjoining UI property or nearby public or private streets shall be permitted in accordance with the Landlord's "Campus Parking Regulations" as they exist at the time of Ground Lease and as those regulations may be amended from time to time. After remodeling of the student housing building as described in Section 5.1 (Remodeling) and issuance of a "certificate of occupancy" therefor, Tenant shall operate the Leased Premises for the housing of University of Idaho students and active members of Alpha Gamma Rho Fraternity and shall not permit the improvements on the Leased Premises to be vacated or abandoned, except during university observed holidays or breaks, university closures and cessations of use caused by casualty, condemnation or remodel. Furthermore, Tenant shall use its best efforts to rent one-hundred percent (100%) of the rooms designated for housing to active members of the Alpha Gamma Rho Fraternity on the Leased Premises during all periods of operation. Failure to have at least twenty members residing on the premises at any given time during spring or fall academic sessions (except in instances of casualty, condemnation or approved remodel or reconstruction requiring temporary cessation of use), may be deemed a Default and subject to the provisions of Article 14 (Default) of this Ground Lease.

5. Remodeling, Alterations and Improvements.

5.1 Initial Remodeling. Tenant, at Tenant's sole cost and expense, shall commence initial remodeling of the Tenant's building on the Leased Premises, according to

plans and specifications approved by Landlord (pursuant to Section 5.2 below), on or before August 1, 2009. The Tenant's building shall receive a certificate of occupancy for use as multi-tenant housing from the City of Moscow by no later than June 1, 2010

5.2 Approval Procedure. Before any construction, alteration (including, without limitation, color changes and landscaping) or improvement (including, without limitation parking areas and signs; provided that temporary signs and decorations associated with special events of the students shall be permitted without Landlord's approval but subject to campus regulations) to any building, structure, grounds or any other improvement on or to be located on the Leased Premises is commenced, Tenant shall obtain Landlord's prior written approval from the respective directors of University of Idaho Facilities' Architectural and Engineering Services and, if applicable, Information Technology Services (or functional equivalent of either at the time of construction, alteration or improvement planning). Such approval shall not be unreasonably withheld. Tenant and Landlord hereby agree that Landlord may reasonably withhold approval of any proposed construction, alteration or improvement in order to preserve the architectural character of the campus and neighborhood located on Landlord's nearby property, and that it is reasonable for the Landlord to withhold approval for construction and alterations that are inconsistent with the architectural style existing in similarly used buildings in the neighborhood at the time of Tenant's submission. It shall not be reasonable for Landlord to withhold approval in order to initiate an architectural style not existing in similarly used buildings in the neighborhood at the time of Tenant's submission. When obtaining Landlord's approval, sufficient information shall be sent to Landlord to enable Landlord to make a reasonable decision as to the proposal. Failure of Tenant to receive approval from University of Idaho's Information Technology Services

("ITS"), shall not singularly constitute Landlord's denial of approval to proposed construction, so long as Tenant acknowledges in writing to Landlord that Tenant's failure to receive approval from ITS may result in ITS functions being unavailable for Tenant's improvements to Leased Premises and that certain standards, as specified by ITS, may be required for any installation of information technology infrastructure.

5.3 Diligent Completion. Once any construction, alteration or improvement is commenced, the same shall be continuously and diligently pursued to completion.

5.4 Liens. Except as otherwise permitted in Section 20 (Mortgage) and the lien of Landlord's Deed of Trust, Tenant shall keep the Leased Premises and all improvements thereon free from any liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant or to the Leased Premises. Any work performed, materials furnished or obligations incurred shall be at Tenant's sole request and not at the instance of or as agent for Landlord. Tenant shall, within thirty (30) days after any lien is recorded against the Leased Premises, cause such lien or claim of lien to be released of record or transferred to bond in accordance with Idaho law. If Tenant fails to cause such lien or claim of lien to be released of record or transferred to bond, Landlord shall have the right, at Tenant's expense, to transfer said lien to bond.

5.5 Construction Requirements. Tenant shall comply with and shall require all contractors and subcontractors to comply with all applicable federal, state and local laws, rules and regulations when performing any work on or delivering materials for the Leased Premises and any building, structure or improvement on or serving the Leased Premises, including but not limited to any construction during initial remodeling. All construction shall comply with all applicable federal, state and local laws, rules and regulations and shall

comply with the Landlord's design standards as determined by the University of Idaho Facilities' Architectural and Engineering Services. In the event Tenant intends to be eligible for connection to Landlord's telecommunications and network infrastructure, Tenant shall also comply with Landlord's relevant infrastructure standards as defined by ITS at the time of construction. All construction staging shall occur on the Leased Premises, unless a separate license agreement is granted by Landlord specifying the precise location that staging may occur on the Landlord's nearby property.

6. Maintenance and Restoration of the Leased Premises.

6.1 Maintenance and Repair by Tenant. Tenant shall, at Tenant's sole cost and expense, maintain, repair and replace (except as otherwise permitted in Section 6.3) as necessary in good working condition, reasonable wear and tear excepted, all buildings, structures, and improvements (including but not limited to parking areas) on the Leased Premises and maintain, repair and replace as necessary all above and below ground utilities, exclusively serving Tenant's property on the Leased Premises and the extension from the Tenant's property on the Leased Premises to such utility's connection at the main line serving the Tenant's property. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Leased Premises in a good, clean and attractive condition, free from waste and in compliance with all laws, rules, regulations and ordinances, reasonable wear and tear excepted. Tenant shall regularly sweep all paved surfaces and keep the same free of snow and ice. All landscaping on the Leased Premises shall be regularly watered and maintained (including replacement of dead or damaged plants) and Tenant shall replace and maintain such landscaping so as to enhance the overall appearance of the surrounding neighborhood. Any planned changes to landscaping beyond maintenance and replacement of existing plants

or materials with the same species or materials, shall be submitted in writing for approval to the Director of the University of Idaho Landscape and Exterior Services (or functional equivalent at the time of the proposed landscaping).

6.2 Maintenance and Repair by Landlord. Landlord shall not be responsible for any maintenance, repair or replacement of the Leased Premises or any building, structure, landscaping, or improvement (including, without limitation, any utility) on the Leased Premises unless such maintenance, repair or replacement is required by Section 7 4 or because of the willful or negligent act or omission of Landlord. Landlord has no obligation to provide fire or police protection for the Leased Premises. In the event Tenant shall fail to complete its obligations under Section 6.1 (Maintenance and Repair by Tenant), after notice and an opportunity to cure as provided for in Article 14 (Default), Landlord may perform the same at Tenant's expense and Tenant shall reimburse Landlord for all costs incurred by Landlord within fifteen (15) days after receipt of an invoice for the expenses.

6.3 Restoration.

(a) In the event any building on the Leased Premises is materially damaged or destroyed by fire or other casualty, Tenant may terminate this Ground Lease by delivering written notice to Landlord within thirty (30) days after the occurrence of such casualty. This Ground Lease shall terminate once Tenant has removed the improvements on the Leased Premises, capped all utilities exclusively serving Tenant's property, graded the Leased Premises in such a manner that drainage from the Leased Premises does not adversely affect the surrounding properties, installed an automatic sprinkler system for that portion of the Leased Premises formerly occupied by Tenant's property and which is equivalent to and ties in with

Landlord's sprinkler system for the remainder of the Leased Premises, and covered that portion of the Leased Premises formerly occupied by Tenant's property with sod of an equivalent type used by Landlord on the remaining portion of the leased premises (hydro-seeding shall not be permitted). Tenant shall complete its obligation set forth in the preceding sentence within sixty (60) days after Tenant has delivered the lease termination to Landlord. In the event Tenant should fail to complete those obligations within such sixty (60) day period, Landlord may perform such obligations at Tenant's expense. In the event Landlord incurs any expenses in performing such obligations, Landlord, in Landlord's sole discretion, shall be entitled to so much of the insurance proceeds payable on account of such casualty as is necessary to reimburse Landlord for Landlord's expenses, and/or to receive payment directly from Tenant if the casualty is caused by an uninsured event.

(b) In the event Tenant does not elect to terminate this Ground Lease after any building on the Leased Premises is materially damaged or destroyed by fire or other casualty, this Ground Lease shall continue in full force and effect, without abatement in Annual Rent, and Tenant shall pursue repair or restoration of the casualty within forty-five (45) days after the casualty, subject to Landlord's approval pursuant to Section 5.2 (Approval Procedure), and shall thereafter diligently pursue the repair or restoration to completion. Any repair or restoration made by Tenant shall return the building to a similar or improved size, function and quality as existed prior to the casualty unless otherwise approved by Landlord in writing.

7. Landlord's Title.

7.1 Fee Title. Landlord covenants that Landlord is the holder of fee simple title to the Leased Premises and that Landlord has full right and authority to enter into this Ground Lease.

7.2 Quiet Enjoyment. Landlord covenants that so long as Tenant is not in default under this Ground Lease, Tenant shall have quiet and peaceful possession of the Leased Premises without unreasonable interference from Landlord.

7.3 Delivery of Leased Premises. Prior to this Ground Lease, Landlord has given Tenant ample opportunity to inspect and test the condition of the Leased Premises. Therefore, Tenant takes possession of the Leased Premises in its "AS-IS" condition with all faults, including both latent and patent defects, and Tenant releases Landlord from any and all liability to Tenant relating to any aspect or condition of the Leased Premises, known or unknown, foreseeable or unforeseeable, actual or contingent, arising by statute, common law or otherwise EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, LANDLORD AND LANDLORD'S AGENTS ARE NOT MAKING, HAVE NOT MADE AND EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT, FEATURE OR CONDITION OF THE LEASED PREMISES INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF HAZARDOUS WASTE, OR THE SUITABILITY OF LEASED PREMISES FOR TENANT'S INTENDED USE TENANT IS RELYING SOLELY UPON TENANT'S INSPECTIONS AS TO THE CONDITION OF LEASED PREMISES. However, Landlord will make available for Tenant those reports, data and inspections Landlord is aware of related to the purposes of this section and which are in the possession of the Landlord's Real Estate Office at the time of Landlord's signature to this Ground Lease.

7.4 Landlord's Reservations. At Landlord's sole expense, or as separately agreed to by the affected parties, Landlord reserves the right to install public or private utilities, communication lines and cables and any other services for the benefit of Landlord or

Landlord's surrounding properties on, over, under or through those portions of the Leased Premises dedicated for public utility lines or otherwise not covered by any building or structure; provided that the installation, operation, repair and replacement of such services does not unreasonably interfere with Tenant's use of the Leased Premises and Landlord repairs any damage done to the Leased Premises caused by the installation, operation, repair and replacement of such services. Landlord reserves the rights-of-way for all utilities communication lines and cables and any other services currently existing on, over, under or through the Leased Premises

8. Taxes and Assessments. At the present time, because of Landlord's tax status, there are no taxes levied against the Leased Premises. Should property taxes be levied or assessed against the Leased Premises, Tenant agrees to pay prior to delinquency all taxes and assessments, if any, levied or assessed against the Leased Premises or Tenant's personal property thereon during the term of this Ground Lease. In the event any taxes or assessments levied or assessed against the Leased Premises during the term of this Ground Lease may be legally paid in installments, Tenant may pay such taxes or assessments in installments.

9. Utilities. Tenant agrees to pay all charges for electricity, gas, heat, sewer, water, telecommunication infrastructure system, television cable, waste disposal and all other utility services provided for the exclusive use of the Leased Premises during the term of this Ground Lease. Landlord shall not be liable for any interruption in utilities furnished to the Leased Premises, nor does Landlord warrant that any of the utilities mentioned above are available from various utility providers including the Landlord. In the event Landlord provides such services, Tenant shall make separate arrangements with the appropriate university service department and shall pay separately for such services as directed by that department. These service charges are

not included in Annual Rent and provision of services is not an obligation of Landlord under the terms of this Ground Lease.

10. Indemnification and Insurance.

10.1 Tenant's Indemnity. Tenant hereby waives as to Landlord, releases Landlord and agrees to indemnify, defend and hold harmless Landlord from and against any and all liability, claims, damages, expenses (including attorneys' fees and attorneys' fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring on the Leased Premises during Tenant's tenancy or arising out of Tenant's use or occupancy of the Leased Premises unless caused by a willful or negligent act taken by Landlord on the Leased Premises.

10.2 Liability Insurance. Tenant, at Tenant's sole cost and expense, shall provide and maintain commercial general liability insurance (Occurrence Basis) with broad form coverage endorsement covering its obligations under this Article 10 and insuring it against claims for personal injury, bodily injury or death, and property damage or destruction. Such insurance shall be written with an insurer licensed to do business in the state of Idaho, shall name Landlord as additional insured on ISO Form CG 2026 1185, and contain a waiver of subrogation endorsement in favor of Landlord. The initial limits of liability of all such insurance shall be not less than \$1,000,000 for personal injury or bodily injury or death of any one person, \$1,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000 per occurrence.

10.3 Property Insurance. Tenant, at Tenant's sole cost and expense, shall purchase and maintain Causes of Loss-Special Form (formerly "all risk") Property Insurance (including demolition and increased cost of construction) insuring one hundred percent (100%) of the replacement cost of all improvements, buildings, structures, furniture, fixtures, and equipment located on the Leased Premises. The insurance shall name Landlord as a loss payee, as Landlord's interests may appear under the terms of this Ground Lease, and contain a waiver of subrogation in favor of Landlord.

10.4 Workers' Compensation Insurance. Tenant, at Tenant's sole cost and expense, shall carry Workers' Compensation Insurance as required by Idaho law. No "alternative" forms or self insurance coverage will be allowed.

10.5 Auto Insurance. For any vehicles owned by Tenant, Tenant, at Tenant's sole cost and expense, shall carry Commercial Business Automobile Liability Insurance (Occurrence Basis) with a \$1,000,000 combined single limit coverage. Such insurance shall be endorsed with a waiver of subrogation endorsement in favor of Landlord and include coverage for hired and non-owned vehicles and owned vehicles.

10.6 Insurance Requirements. For all insurance which Tenant is required to maintain hereunder, Tenant shall furnish Landlord with certificates evidencing the insurance. All policies shall be obtained from an insurer licensed to do business in the State of Idaho, with a Best's Rating of "A" or higher and a Financial Size Category of "VIII" or higher. The policies of insurance shall provide that the insurance represented by the certificates shall not be cancelled, materially changed or nonrenewed without the giving of thirty (30) days' prior written notice to the holders of the insurance and the holders of the certificates. No policy will contain a deductible or self-insured retention in excess of \$10,000 without Landlord's

prior written approval. If requested by Landlord, Tenant will promptly deliver to Landlord a certified copy of any insurance policies required by this Lease. If the forms of policies, endorsement, certificates, or evidence of insurance required by this Article 10 are superseded or no longer available or the rating service of insurers is no longer available or modified, Landlord will have the right to require other equivalent or better forms. Furthermore, Landlord shall have the right to adjust the dollar amounts required by this Article 10 from time to time in a reasonable manner. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this Ground Lease.

10.7 Noncontribution. The insurance carried by Tenant hereunder shall be primary and not contributory with any other insurance that is maintained by Landlord.

10.8 Blanket Policy. All insurance which Tenant is required to maintain hereunder may be provided under a blanket policy provided such policy otherwise complies with the requirements of this Ground Lease and is endorsed with an Aggregate Limits of Insurance (Per Location) endorsement.

10.9 Net Worth. Tenant agrees to maintain a net worth of at least Two Hundred Fifty Thousand Dollars (\$250,000) during the term of this Ground Lease, but such net worth shall in no way limit Tenant's liabilities under this Ground Lease. Such net worth may be obtained through a letter of credit, provided that the letter of credit is not cancelled or

materially modified without thirty (30) days prior written notice to Landlord. Tenant's net worth shall be determined in accordance with generally accepted accounting principles, based on Tenant's most current balance sheet, which balance sheet shall be based on information not older than Tenant's prior fiscal year. On or before May 1 of each year during the term of this Ground Lease, Tenant shall provide Landlord with a statement certified to Landlord by Tenant's certified public accountant showing Tenant's current net worth. Except as required by applicable disclosure requirements, Landlord shall keep such statement confidential.

11. Condemnation.

11.1 Termination Right. In the event of a taking of, or damage to, any portion of, interest in or access to the Leased Premises, or any easements, rights or appurtenances thereto by eminent domain or any transfer in lieu thereof or by any other governmental action, which taking or damage materially and adversely affects Tenant's use of the Leased Premises, Tenant may terminate this Ground Lease as of the date of such taking or damage by written notice to Landlord within three (3) months after the taking or damage deprives Tenant of possession of any such portion of, interest in or access to the Leased Premises, or any easements, rights or appurtenances thereto. In no event will a taking or condemnation of all or any portion of the Leased Premises constitute a default by Landlord under this Ground Lease, including, without limitation, Landlord's covenant of quiet enjoyment. Tenant shall not be entitled to any awards or payments made in the condemnation proceedings as compensation for the loss of its leasehold interests in the Leased Premises. Tenant shall only be entitled to any and all awards or payments made in the condemnation proceedings with respect to any damage to tenant's owned property located on the Leased Premises together

with all additions, alterations and improvements thereto, and Tenant's trade fixtures and equipment.

12. Assignment and Subletting. Tenant may not assign this Ground Lease or sublet (other than subletting to individual o students enrolled, intending to enroll in the next enrollment period, or planning to continue a course of study beginning as of the next enrollment period at the University of Idaho and which are active members of the Alpha Gamma Rho Fraternity) the whole or any part of the Leased Premises or any improvements thereon without the prior written approval of Landlord, which approval Landlord may grant or withhold in Landlord's sole and absolute discretion. If Tenant assigns this Ground Lease, Tenant shall remain primarily liable to Landlord for the full performance of Tenant's obligations. Immediately upon any assignment or subletting of any portion of the Leased Premises, Tenant shall provide Landlord with a complete and accurate copy of the assignment or sublease document. No approval of any assignment or subletting by Landlord shall waive Landlord's right to approve any subsequent assignment or subletting. Should Tenant sublet the Leased Premises for an annual rent in excess of the Annual Rent (other than subletting to individual University of Idaho students), Tenant shall pay the excess annual rent amount to Landlord when received.

13. Compliance With All Laws and Landlord Rules. During the term of this Ground Lease, Tenant's obligations and performance under this Ground Lease shall be consistent with all Landlord regulations and policies and comply with all applicable codes, laws, orders, statutes and regulations of any federal, state, county and municipal authorities that have jurisdiction over the Leased Premises.

14. Default.

14.1 Default Defined. A party shall be deemed to be in default of this Ground Lease only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Ground Lease unless such party, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such party shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such party is using good faith and its best efforts to rectify the particulars specified in the notice of default and is diligently pursuing the remedy

14.2 Landlord's Remedies. In the event of a default by Tenant, after application of the notice and cure provisions in Section 14.1, Landlord may (i) terminate this Ground Lease and re-enter the Leased Premises, (ii) perform or cure any obligation or duty of Tenant under this Ground Lease and any expense incurred by Landlord shall be due and payable by Tenant within fifteen (15) days after receipt of an invoice for the expenses, or (iii) re-enter the Leased Premises and any improvements thereon without terminating this Ground Lease and sublet the whole or any part thereof for the account of Tenant upon terms and conditions as Landlord, in Landlord's sole and absolute discretion, deems desirable. In the event of sub-item (iii), (a) Landlord shall have the right to collect any rent which may thereafter become due and payable under such sublease and to apply the same first, to the payment of any expenses incurred by Landlord in dispossessing Tenant and in subletting the Leased Premises, and second, to the payment of the Annual Rent herein reserved and to the fulfillment of Tenant's other covenants hereunder, and (b) Tenant shall be liable for amounts

equal to the several installments of Annual Rent as they would under the terms of this Ground Lease become due, less any amounts actually received by Landlord and applied on account of rent as aforesaid.

14.3 Non-Waiver. The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained 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 performance of any of the terms, covenants, conditions or agreements contained herein.

14.4 Remedies Cumulative. In addition to the remedies set forth in this Ground Lease, Landlord and Tenant shall have all other remedies provided by law or statute 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.

14.5 Cross Default. An Event of Default under the Promissory Note made by Tenant for the benefit of Landlord of even date hereof and/or a default under the Deed of Trust made by Tenant for the benefit of Landlord of even date hereof shall constitute a default under this Ground Lease.

15. Notices.

15.1 Addresses. All notices given pursuant to this Ground Lease shall be in writing and shall be given by personal delivery, 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 person and address

designated below All notices to Landlord or Tenant shall be sent to the person and address set forth below:

Landlord:	Vice President for Finance and Administration University of Idaho Moscow, ID 83844-3145
Tenant:	Idaho Alumni Assoc of Alpha Gamma Rho, Inc. PO Box 3472 Moscow ID 83843

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 Ground Lease shall be deemed given upon receipt

15.2 Receipt. For the purpose of this Ground Lease, 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 Section 15.1 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 Section 15.1, 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.

15.3 Additional Notices. Landlord and Tenant agree that a copy of all notices given hereunder shall also be given to such other persons and addresses as Landlord or Tenant may designate in writing to the other party.

16. End of Term.

16.1 Holdover. If the Tenant shall hold over following the expiration of the term of this Ground Lease, such holding over shall be on a month-to-month tenancy under the terms of this Ground Lease

16.2 Surrender. Tenant agrees that upon termination of this Ground Lease, Tenant shall surrender Leased Premises to Landlord as provided by this Section. Prior to the end of the term Tenant may (i) remove the improvements on the Leased Premises, cap all utilities exclusively serving Tenant's property, grade the Leased Premises in such a manner that drainage from the Leased Premises does not adversely affect the surrounding properties or create hazards at the site, and cover that portion of Leased Premises that is without lawn or adequate landscaping with sod of an equivalent type used by Landlord elsewhere on Landlord's nearby property. This option to undertake such removal shall only be available to Tenant in the event Tenant is not in default and when such action is preceded by written notice to Landlord provided on or before February 1 of the year in which Tenant seeks to surrender Leased Premises. All removal or demolition work described above in this section shall be initiated after June 1 and be completed prior to August 15 of the year in which notice of such surrender is given by Tenant, but in no event after expiration of the term of this Ground Lease, unless another schedule is approved in writing by Landlord. Or (ii), if Tenant chooses not to proceed with demolition or removal of improvements as provided above, Tenant shall surrender the Leased Premises, including any and all improvements thereon, to Landlord in good condition, reasonable wear and tear excepted, and broom clean. Tenant shall, prior to the date of termination of the Lease, remove from the Leased Premises Tenant's personal property not affixed to the Leased Premises from the Leased Premises and shall repair any damage to the improvements on the Leased Premises caused by such removal. Tenant's failure to remove any of Tenant's personal property shall be deemed an abandonment thereof, whereby title shall become vested in Landlord without further action taken or notice provided. Except as provided by this Section 16.2, Tenant shall not remove

from the Leased Premises any improvements, fixtures or equipment affixed to the Leased Premises, unless removal is requested by Landlord in writing prior to the date of termination. Upon termination of this Ground Lease, Landlord may file the Quit Claim Deed attached hereto as Exhibit A and made a part hereof. Tenant agrees to execute and deliver the Quit Claim Deed to Landlord simultaneously with execution of this Ground Lease.

16.3 Survival. The obligations of Landlord and Tenant as set forth in this Section 16 (End of Term) and in Section 10 (Indemnification and Insurance) shall survive termination of this Ground Lease.

17. Estoppel Certificates.

17.1 Certificates. Each party agrees, upon receipt of written request from the other party and provided the requested party do so truthfully, to certify in writing to a prospective assignee, sublessee, purchaser or Lienholder of the requesting party (i) that this Ground Lease is in full force and effect, (ii) that this Ground Lease has not been amended (or, if it has, identifying all such amendments), (iii) that this Ground Lease has not been assigned by the requested party (or, if it has, identifying all such assignments), (iv) that, to the requested party's knowledge, the requesting party is not in default of any of the terms, covenants, conditions or agreements contained in this Ground Lease (or, if the requesting party is in default, specifying the nature of such default), and (v) such additional facts within the requested party's knowledge as may be reasonably required by the requesting party.

17.2 Waiver. Any certificate issued pursuant to Section 17.1 (Certificates) shall act as a waiver of any claim by the party furnishing it against any such prospective purchaser or Lienholder (but not against the requesting party) to the extent such claim is based upon facts contrary to those contained in the certificate and to the extent such claim is

asserted against a bona fide purchaser or encumbrancer for value without knowledge of facts to the contrary of those contained in the certificate and who has acted in reasonable reliance upon such certificate.

18. Attorneys' Fees. In the event either party to this Ground Lease initiates or defends any legal action or proceeding with the other party in any way connected with this Ground Lease, the prevailing party in any such legal action or proceeding, in 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 legal action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). In the event either party to this Ground Lease initiates or defends any legal action or proceeding with a third party because of the violation of any term, covenant, condition or agreement contained in this Ground Lease by the other party to this Ground Lease, then the party so litigating shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) incurred in connection with such litigation from the other party to this Ground Lease. All such costs and attorneys' fees shall be deemed to have accrued on commencement of any such legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

19. Recordation of Ground Lease. A memorandum of this Ground Lease acceptable to Landlord and Tenant may be recorded in Latah County, Idaho by Tenant and at Tenant's sole cost. If a memorandum of this Ground Lease is requested by Tenant, Tenant shall execute, acknowledge and deliver to Landlord a Termination of Ground Lease in a form acceptable to Landlord which Landlord may record upon termination of this Ground Lease. A copy of the recorded document or the original document with recording information shall be

returned to Landlord at the address given in Section 15 (Notices), but to the attention of the "Real Estate Officer". A memorandum of any subsequent amendment to this Ground Lease (as provided by Section 23.11 of this Ground Lease) acceptable to Landlord and Tenant may also be recorded by Tenant in accordance with the provisions in this Section 19.

20. Mortgage.

20.1 Permitted Encumbrances. At any time after payment in full of Tenant's debt to Landlord pursuant to the Promissory Note and Deed of Trust between the parties, Tenant or any assignee or subtenant of Tenant may place a mortgage or deed of trust on any improvements constructed on the Leased Premises and on Tenant's interest in the Leased Premises. Such mortgage or deed of trust shall not encumber Landlord's fee title to the Leased Premises.

20.2 Notices to Lienholder. In the event Tenant is in default under this Ground Lease as defined in Article 14 (Default), Landlord agrees to give written notice of such default to the Lienholder under any such mortgage or deed of trust, provided the name and address of such Lienholder has been furnished to Landlord by Tenant. Landlord shall not terminate this Ground Lease, re-enter the Leased Premises, or exercise any other remedy available at law which would dispossess Tenant of the Leased Premises, provided said Lienholder has cured said default within the time allowed Tenant for same hereunder or within thirty (30) days (ten [10] days in the event of a failure to pay money) after receipt of said notice of default by said Lienholder, whichever is greater.

20.3 Attornment. Landlord further agrees that, should said Lienholder or its designee acquire Tenant's interest in the improvements constructed on the Leased Premises through a foreclosure of such mortgage or deed of trust or any transfer in lieu thereof, said

Lienholder or its designee shall have the right to attorn to Landlord, provided said Lienholder or its designee cures all defaults of Tenant under this Ground Lease existing at the time of such attornment, which are within the power of said Lienholder or its designee to cure, and Landlord will accept such attornment, and said Lienholder or its designee and Landlord shall have the same rights and obligations toward one another which they would have had had this Ground Lease been entered into with Landlord, as Landlord, and said Lienholder or its designee, as Tenant. Landlord agrees to execute any documents reasonably requested by said Lienholder and acceptable to Landlord, in Landlord's sole discretion, in connection with Landlord's obligations under this Article 20.

20.4 Subordination. This Ground Lease, at Landlord's option, shall at all times be subject and subordinate to all and any mortgage, deed of trust or other financing placed on Landlord's fee title interest in the Leased Premises and all extensions, modifications, consolidations, renewals and replacements thereof. Tenant agrees that upon written request by Landlord, Tenant will execute, acknowledge and deliver any and all instruments requested by Landlord which are necessary or proper to effect the subordination of this Ground Lease to any mortgage, deed of trust or financing placed by Landlord on the Leased Premises. Should fee title to the Leased Premises be acquired by any Lienholder in connection with any proceeding under the terms of any such mortgage, deed of trust or financing arrangement, this Ground Lease shall continue in full force and effect, and Tenant hereby agrees to attorn to such Lienholder. Any prospective Lienholder requesting subordination by Tenant shall enter into a nondisturbance agreement assuring Tenant that so long as Tenant is in compliance with the terms and conditions of this Ground Lease, Tenant's right to continue in possession of the Leased Premises shall not be interfered with.

21. Landlord's Right of Entry. After obtaining Tenant's consent, which shall not be unreasonably withheld or delayed, Landlord and Landlord's agents may enter the Leased Premises and any improvements thereon to (i) inspect the general condition and state of repair of the Leased Premises and any improvements thereon, (ii) show the Leased Premises and any improvements thereon to such persons as Landlord deems reasonably necessary, or (iii) for any other purpose Landlord deems reasonably necessary. In the event of an emergency arising within the Leased Premises or any improvements thereon which endangers property or persons, the consent requirement is waived by Tenant.

22. Conveyance by Landlord. Landlord may sell, assign or otherwise transfer the Leased Premises without the consent of Tenant. Landlord and Tenant agree that the sale of the property to a buyer not in an equivalent tax status with the University, would materially affect the parties' rights under the Ground Lease and each party hereby agrees that prior to any sale to such an entity, Landlord and Tenant will, in good faith, renegotiate paragraph 8, Taxes, and paragraph 3, Rent, prior to such sale. If Landlord should sell or transfer Landlord's interest in the Leased Premises, then effective with the date of the sale or transfer, Landlord's successor in interest shall be fully responsible for all of the terms and conditions expressed in this Ground Lease. If the successor in interest agrees in writing to be bound by all of the terms and conditions in this Ground Lease, then the Board of Regents of the University of Idaho shall be released and discharged from any and all further obligations and responsibilities under this Ground Lease (except those already accrued).

23. General Provisions.

23.1 Successors and Assigns. All of the provisions contained in this Ground Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

23.2 Partial Invalidity. If any term, covenant, condition or agreement of this Ground Lease or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Ground Lease or the application of such term, covenant, condition or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition or agreement of this Ground Lease shall be valid and shall be enforced to the extent permitted by law.

23.3 Headings. The captions and headings in this Ground Lease 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.

23.4 Entire Agreement. This Ground Lease contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Ground Lease shall be construed as a whole and not strictly for or against any party.

23.5 Gender. In construing the provisions of this Ground Lease and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

23.6 Authority. Each individual executing this Ground Lease on behalf of either party represents and warrants that he or she is duly authorized to execute and deliver

this Ground Lease on behalf of said party, in accordance with all agreements of such party and that this Ground Lease is binding upon said party in accordance with the terms hereof.

23.7 Venue. This Ground Lease shall be governed by the laws of the State of Idaho. All legal proceedings under this Ground Lease shall be instituted in the courts of the County of Latah, State of Idaho, and each party agrees to submit to the jurisdiction of such courts.

23.8 Joint and Several Liability. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

23.9 Relationship. The provisions of this Ground Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

23.10 Third Party Beneficiary. This Ground Lease is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

23.11 Amendment. No amendment, modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect, or value unless in writing and signed by Landlord and Tenant.

[Signature Page Follows]

EXECUTED as of the date first above written.

LANDLORD:

**The 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**

By: _____
Lloyd E Mues
Vice President,
Finance and Administration

TENANT:

**Idaho Alumni Association of Alpha
Gamma Rho, Inc., an Idaho non-profit
corporation**

By: _____
Glenn Poxleitner
President

ATTEST:

By: _____
Matt Yahvah
Secretary

List of Exhibits & Schedules:

Exhibit A – Quit Claim Deed
Schedule I – Description of Leased Premises

**EXHIBIT A TO GROUND LEASE
QUITCLAIM DEED FOR IMPROVEMENTS
[EXCLUDING REAL PROPERTY]**

THIS QUITCLAIM DEED FOR IMPROVEMENTS is made by THE IDAHO ALUMNI ASSOCIATION OF ALPHA GAMMA RHO, INC., an Idaho non-profit corporation herein referred to as "**Grantor**," to and for the benefit of 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, whose address is Moscow, Idaho 83844-3168, herein referred to as "**Grantee**":

Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, and QUITCLAIM, unto Grantee and its successors and assigns forever, all of Grantor's right title, and interest in and to the real and personal property improvements located on that certain real property located in the north half of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho and more particularly described as follows:

Commencing at the center quarter corner of section 18, Township 39 North, Range 5 West, BM, from which the south quarter corner of said section 18 bears South 00°04'37" East, 2624.48 feet; Thence North 24°08'37" East, 69.38 feet to the **Point of Beginning**; Thence South 77°08'30" West, 226.60 feet; Thence North 01°50'46" West, 202.42 feet to a point in the southerly curb along Nez Perce Drive; Thence 143.19 feet along said curb, being a curve to the left with a radius of 514.86 feet and a chord which bears North 80°12'26" East, 142.73 feet; Thence leaving Nez Perce Drive, South 26°13'40" East, 196.38 feet to the **Point of Beginning**.

THIS CONVEYANCE DOES NOT INCLUDE THE LAND DESCRIBED ABOVE, ONLY THE REAL AND PERSONAL PROPERTY IMPROVEMENTS LOCATED UPON SUCH PROPERTY.

Together with all estate, right, title, interest, property, possession, claim and demand whatsoever, as well as in law as in equity of the Grantor in or to the said improvements, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

GRANTOR:

The Idaho Alumni Association of Alpha Gamma Rho, Inc., an Idaho non-profit corporation

By: _____
Glenn Poxleitner, President

STATE OF IDAHO)
) ss
County of Latah)

On this _____ day of May, 2009, before me, _____, a Notary Public in and for said State, personally appeared Glenn Poxleitner, known or identified to me to be the President of The Idaho Alumni Association of Alpha Gamma Rho, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at
My commission expires

- 2 -

Schedule I

Property is described as the real property located in the north half of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows: Commencing at the center quarter corner of Section 18, Township 39 North, Range 5 West, BM, from which the south quarter corner of said Section 18 bears South $00^{\circ}04'37''$ East, 2624.48 feet; Thence North $24^{\circ}08'37''$ East, 69.38 feet to the Point of Beginning; Thence South $77^{\circ}08'30''$ West 226.60 feet; Thence North $01^{\circ}50'46''$ West, 202.42 feet to a point in the southerly curb along Nez Perce Drive; Thence 143.19 feet along said curb, being a curve to the left with a radius of 514.86 feet and a chord which bears North $80^{\circ}12'26''$ East, 142.73 feet; Thence leaving Nez Perce Drive, South $26^{\circ}13'40''$ East, 196.38 feet to the Point of Beginning.

EXHIBIT D TO PURCHASE AND SALE AGREEMENT RESALE AGREEMENT

THIS RESALE AGREEMENT ("**Agreement**") is entered into on July 1, 2009, between **The Board of Regents of the University of Idaho**, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho ("**Regents**") and **The Idaho Alumni Association of Alpha Gamma Rho, Inc.**, an Idaho non-profit corporation ("**AGR**")

1. **BACKGROUND.** Regents and AGR have entered into the following documents: a Ground Lease ("**Lease**") for the real property commonly known as 745 Nez Perce Drive, Moscow, Idaho (the "**Property**"), and a Purchase and Sale Agreement dated May ____, 2009 ("**Purchase Agreement**") for the purchase and sale of all improvements located upon the Property ("**Improvements**"). AGR is paying for the Improvements in part pursuant to a Promissory Note dated July 1, 2009 ("**Note**") which Note is secured by a Deed of Trust dated July 1, 2009 ("**Deed of Trust**"). In the event of a default under the Lease, Note and/or Deed of Trust, the Regents may repossess the Improvements. AGR expects to expend significant funds to improve the Improvements which expenditure will likely increase the value of the Improvements substantially. As an inducement to AGR to expend such funds on the Improvements, the Regents are willing to enter into this Agreement.

2. **RESALE.** In the event the Regents retake possession of the Improvements as a result of a default under the Lease, Note or Deed of Trust, by foreclosure or otherwise, and the Regents subsequently resell the Improvements to a buyer which is not a governmental or quasi-governmental agency within Twenty-four (24) months after the Regents retake possession of the Improvements, within sixty (60) days after receipt of the sale proceeds the Regents will pay to AGR the one-half (1/2) of the net proceeds actually received by the Regents from the sale of the Improvements. For purposes of the preceding sentence, net proceeds shall mean the proceeds actually received by the Regents over Three Hundred and Ninety-Eight Thousand Dollars less the following: (a) attorney fees, closing costs, title insurance premiums, prorations, marketing costs, commissions or similar costs or expenses incurred by the Regents and associated with or arising out of the resale of the Improvements; (b) costs or expenses incurred by the Regents and associated with or arising out of the repossession or foreclosure of the Improvements, including, without limitation court costs, attorney fees, foreclosure costs, title insurance premiums, and advertising expenses; (c) any amounts due from AGR to the Regents; and (d) costs or expenses incurred by the Regents and associated with or arising out of the maintenance, repair, operation or possession of the Improvements from the date the Regents retake ownership of the Improvements to the date ownership of the Improvements is conveyed, including, without limitation, taxes, utilities, and insurance. In the event the proceeds paid to the Regents upon the sale of the Improvements are paid over time, the net proceeds shall mean only the payments actually received by the Regents and applied to principal and shall not include interest, points or escrow fees. Furthermore, the Regents shall pay AGR's share of the net proceeds in installments as received within sixty (60) days after receipt and only once the proceeds exceed the sum of Four Hundred Thousand Dollars plus amounts described in subsections (a) through (d) inclusive of this Section 2.

3. CONFIDENTIALITY. AGR agrees to keep confidential the terms of this Agreement. AGR agrees to use its best efforts to prevent and protect the terms of this Agreement from disclosure to any person other than AGR's employees, officers, directors and attorneys have a need for disclosure in connection with the consummation of the transactions contemplated by the Lease and Purchase Agreement. AGR agrees to take all steps reasonably necessary to protect the secrecy of the terms of this Agreement and to prevent such terms from falling into the public domain or into the possession of unauthorized persons. AGR shall not be liable under this Section 3 if the terms of this Agreement become publicly known by or through the Regents

4. GENERAL PROVISIONS.

(a) The laws of Idaho, without giving effect to its choice of law principles, govern all matters arising under or relating to this Agreement, including all tort claims.

(b) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain valid, binding and enforceable

(c) The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(d) This Agreement is the complete and final expression of the parties' agreement related to the subject matter of this Agreement, and all prior discussions, understandings, memoranda or other agreements are merged herein.

(e) This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

(f) 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 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

AGR:

Idaho Alumni Association of Alpha Gamma Rho, Inc

REGENTS:

Board of Regents of the University of Idaho

Glenn Poxleitner, President

Lloyd E. Mues
Vice President, Finance & Administration

**EXHIBIT E TO PURCHASE AND SALE AGREEMENT
QUITCLAIM DEED FOR IMPROVEMENTS
[EXCLUDING REAL PROPERTY]**

THIS QUITCLAIM DEED FOR IMPROVEMENTS is made this 1st day of July, 2009, by 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, herein referred to as "**Grantor**," to and for the benefit of THE IDAHO ALUMNI ASSOCIATION OF ALPHA GAMMA RHO, INC , an Idaho non-profit corporation, whose address is PO Box 3472, Moscow ID 83843 herein referred to as "**Grantee**":

Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, and QUITCLAIM, unto Grantee and its successors and assigns forever, all of Grantor's right title, and interest in and to the real and personal property improvements located on that certain real property located in the north half of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho and more particularly described as follows:

Commencing at the center quarter corner of section 18, Township 39 North, Range 5 West, BM, from which the south quarter corner of said section 18 bears South 00°04'37" East, 2624.48 feet; Thence North 24°08'37" East, 69.38 feet to the **Point of Beginning**; Thence South 77°08'30" West, 226.60 feet; Thence North 01°50'46" West, 202.42 feet to a point in the southerly curb along Nez Perce Drive; Thence 143.19 feet along said curb, being a curve to the left with a radius of 514.86 feet and a chord which bears North 80°12'26" East, 142.73 feet; Thence leaving Nez Perce Drive, South 26°13'40" East, 196.38 feet to the **Point of Beginning**.

THIS CONVEYANCE DOES NOT INCLUDE THE LAND DESCRIBED ABOVE, ONLY THE REAL AND PERSONAL PROPERTY IMPROVEMENTS LOCATED UPON SUCH PROPERTY.

Together with all estate, right, title, interest, property, possession, claim and demand whatsoever, as well as in law as in equity of the Grantor in or to the said improvements, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

GRANTOR:

Board of Regents of the University of Idaho

By: _____
Lloyd E. Mues, Vice President,
Finance & Administration
University of Idaho

STATE OF IDAHO)
) ss.
County of Latah)

On this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Lloyd E. Mues, known to me to be the Vice President for Finance & Administration of the University of Idaho, the University that executed the instrument, and acknowledged to me that he executed the same for and on behalf of the Board of Regents of the University of Idaho.

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
My Commission Expires:

EXHIBIT F TO PURCHASE AND SALE AGREEMENT BILL OF SALE

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, ("**Seller**") in consideration of Ten Dollars (\$10 00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid to Seller by THE IDAHO ALUMNI ASSOCIATION OF ALPHA GAMMA RHO, INC., an Idaho non-profit corporation herein referred to as ("**Buyer**"), hereby sells, transfers, delivers and conveys to Buyer the following:

All real and personal property improvements located upon that certain real property commonly known as 745 Nez Perce Drive, Moscow, Idaho (collectively "**Goods**")

SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR PRESENT OR FUTURE CONDITION OF THE GOODS, (B) THE COMPLIANCE OF OR WITH ANY LAWS OF ANY APPLICABLE GOVERNMENTAL ENTITY, (C) **THE LIABILITY, MERCHANTABILITY, MARKETABILITY, OR PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE GOODS**, (D) ANY MAINTENANCE, OPERATIONS, REPAIRS OR REPLACEMENTS TO ANY GOODS MADE OR NOT MADE, OR (E) ANY OTHER MATTER WITH RESPECT TO THE GOODS EXCEPT AS SET FORTH IN THIS BILL OF SALE.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale this 1st day of July, 2009.

SELLER:
BOARD OF REGENTS OF THE UNIVERSITY
OF IDAHO

Lloyd E Mues
Vice President, Finance & Administration

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

UNIVERSITY OF IDAHO

SUBJECT

Authorization to proceed with Paradise Creek Ecosystem Restoration Project

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections, V.I. and V.K.

BACKGROUND/DISCUSSION

This is a request for authorization to proceed with the Paradise Creek Ecosystem Restoration Project (Project), which will relocate and restore certain reaches of Paradise Creek located on the campus of the University of Idaho. This Project is a beneficiary of stimulus funding and will be funded and managed by the U.S. Army Corps of Engineers, Walla Walla District (Corps).

This request is based upon concepts developed and documented in the University's Long Range Campus Development Plan (LRCDP), the North Campus Neighborhood Master Plan, and a Detailed Project Assessment and Environmental Analysis, dated January, 2007, and prepared by the Corps. The Project is a cooperative effort between the Corps and the University.

Project Description and Goals:

The Project area encompasses three different segments of Paradise Creek, shown in the attached map as the primary and secondary areas (Attachment 1).

The primary section of Paradise Creek that is slated for this Project is on the north side of campus. This section of the creek was rerouted in the early 1900s and covered by Paradise Creek Street in the 1960s. The creek now enters a fully enclosed concrete channel, approximately 1,100 feet in length, at Line Street, and resurfaces west of Rayburn Street. Within the covered portion of the channel, 17 storm water collection pipes discharge directly into the creek carrying untreated runoff and spring water from approximately 126 acres of the campus. This covered channel does not support a 100 year flood event; consequently, severe flooding of University and adjacent property occurred in 1996 and 1997. Further, the covered channel does not make a positive contribution to the aquatic and riparian ecosystem of Paradise Creek. Stream velocities in this channel do not allow for sediments to fall out of the flow, thus contributing negatively to the ability of the community to meet state and federal water quality standards for Paradise Creek

The proposed Project includes diverting the creek in this section just upstream of Line Street and constructing approximately 2,100 feet of new channel routed north along the east side of Line Street to Third Street and then north and west adjacent to State Highway 8. This new alignment is close to the location of the

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 18, 2009

creek over one hundred years ago – as documented in aerial sketches from 1897. The new channel would then tie into the existing creek channel. The new channel segment would include gentle channel meanders and riparian vegetation, improving the habitat and aesthetics of the creek and enhancing its ability to provide water quality treatment. An access and maintenance path will be placed at the edge of the riparian zone.

The Project also includes riparian habitat improvements for two additional reaches of Paradise Creek that flow through University lands both upstream and downstream of the main project site. These are designated on the map as secondary areas. This portion of the Project will be completed as allowed by available funding.

This Project falls under the auspices of Section 206 of the 1996 Water Resources Development Act, and has strong support from the City of Moscow, community groups such as the Palouse Clearwater Environmental Institute, and the research community. When completed, the Project, through its combination of new channel construction and riparian habitat improvements, will restore the creek to a more natural condition, provide a naturalized greenbelt transition linking the University of Idaho to the City of Moscow, support research efforts and student learning opportunities, and will help improve the overall water quality of Paradise Creek.

Project Costs and Funding:

The Project is authorized under a federal funds matching program, for which the federal share will be 65% of the total project cost with a match of 35% from the Sponsoring Agency, the University of Idaho. The Project is scoped such that the University will provide its match with land commitments and “in kind” contributions.

The total costs of the Project, with the value of the land committed to the Project serving as the majority of the University’s contribution, are estimated to be:

Corps (federal) Share, 65%:	\$4,349,000
University (sponsor) Share, 35%:	<u>\$2,342,000</u>
Total Estimated Project Cost:	\$6,691,000

Of the University’s 35% share, a credit of \$89,000 is projected for “in kind” contributions, and an additional credit of \$80,000 is counted by the Corps and required as our contribution as the Sponsoring Agency. The majority of the University’s contribution is the contributed use of the land, which is committed indefinitely but remains in Regents ownership, and is valued at \$2,173,000. The table below details the University’s contribution to the Project:

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 18, 2009

University Contributions to the Project:

Value of Land Commitment:	\$ 2,173,000
Required in-kind contribution:	\$ 80,000
Additional in-kind contribution:	\$ <u>89,000</u>
Total:	\$ 2,342,000

The Corps already has completed an initial assessment and feasibility study for the Project at a cost of \$486,000, which was funded by a FY 06 federal earmark allocation of \$195,000, and an allocation by the Corps of \$291,000 from targeted "Section 206" funds. Of the remainder of the Corp's 65% share, \$50,000 is from a FY 08 Federal Earmark of \$50,000, and \$3,813,000 is from a recent FY 09 allocation of American Recovery and Reinvestment Act of 2009 (stimulus) Funds. The table below details the federal contribution in the Project.

Federal Contributions the Project:

Previously Expended, Feasibility Phase:

Federal FY 06 Earmark Allocation:	\$ 195,000
Section 206 Funds Allocation:	\$ <u>291,000</u>
Subtotal:	\$ 486,000

Available Funds, Design and Construction Phase:

Federal FY 08 Earmark Allocation:	\$ 50,000
Federal FY 09 Stimulus Funds:	\$ <u>3,813,000</u>
Subtotal:	\$ 3,863,000

Total:	\$ 4,349,000
--------	--------------

Project Partnership Agreement:

The attached Project Partnership Agreement (Agreement) details the obligations of each party, the cost share arrangements described above, the long term commitment of Regents' property along Paradise Creek for the purposes of the Project, maintenance obligations for the Project, and various contractual rights and responsibilities intended to ensure the continued environmental benefits from the Project. (Attachment 2). Under the Agreement, the Corps will provide the funding, manage the Project, engage all necessary contractors to complete the Project, and provide general Project oversight. The University will commit its designated land, and provide in kind contributions, which may include real estate coordination, participation in contractor review and selection, construction site inspection and reporting, landscape planning, planting and maintenance, and other activities associated with the Project. The Agreement remains in effect for so long as the Project is authorized under federal law, and commits the University to maintain, repair, and restore the Project for so long as it remains authorized. This long term obligation is consistent with the long term best use of the committed University land, as identified by the University in its Long Range Campus Development Plan.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 18, 2009

IMPACT

The impact to the University is the value of the long-term land commitment \$2,173,000 and the in-kind contribution estimated at \$169,000 (including the required contributions credited at \$80,000 and the additional planned contributions valued at \$89,000). The immediate fiscal impact of the Project funding is \$3,863,000, all of which is provided through the Corps, and which will be held and managed by the Corps. This is considered an economic stimulus Project by the Corps, and is anticipated to provide economic stimulus to the community through jobs and other construction related expenditures. Because the project is funded with stimulus funds, the Corps is directed to initiate the Project as soon as possible, and to commit funds through Project contractual commitments no later than September 30, 2009.

ATTACHMENTS

Attachment 1 – Map of Project Area	Page 5
Attachment 2 – Proposed Project Partnership Agreement	Page 7
Attachment 3 – Capital Project Tracking Sheet	Page 39

STAFF COMMENTS AND RECOMMENDATIONS

Total project costs are estimated to be \$6,691,000 with funding as follows:

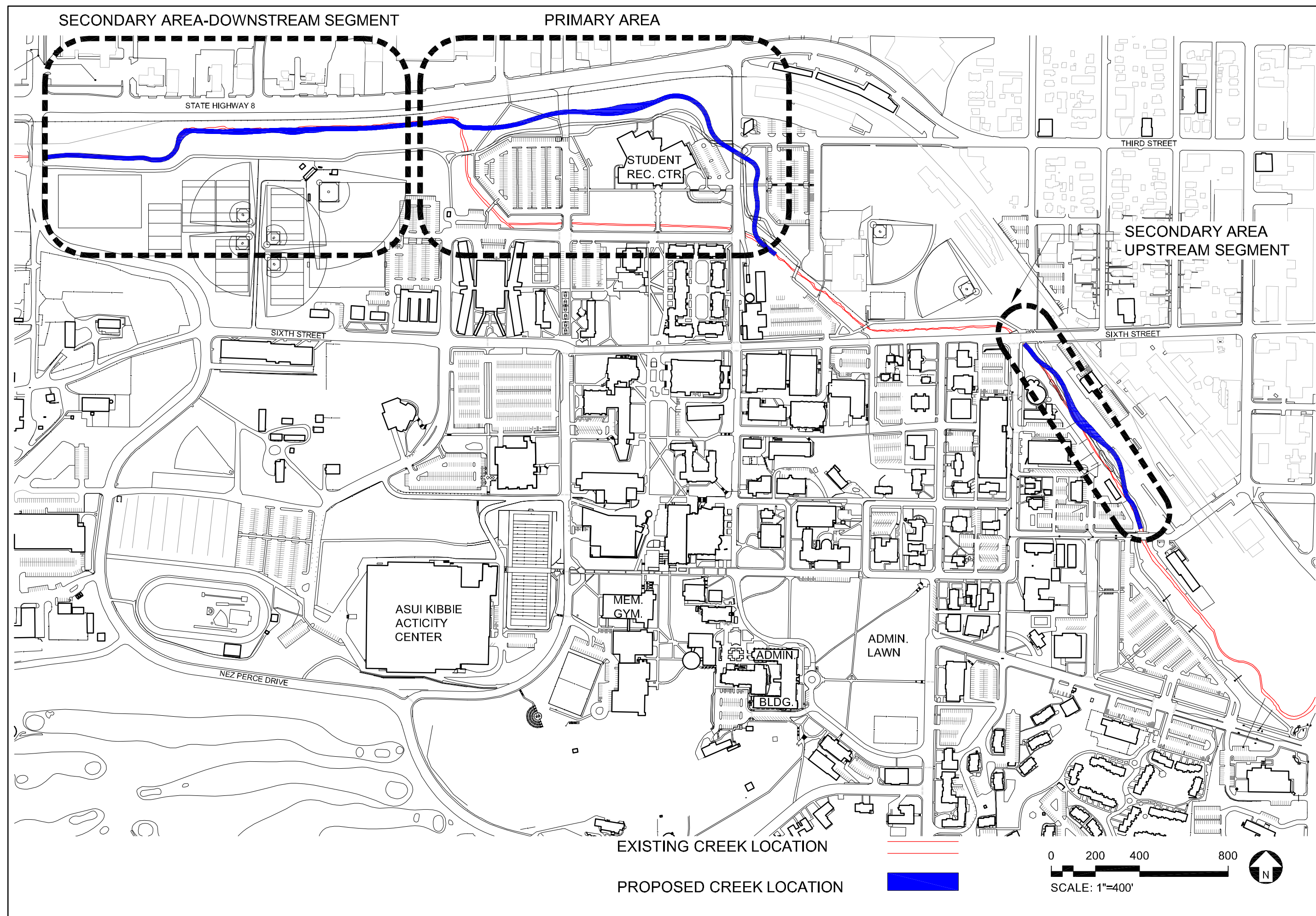
University of Idaho:	
In-kind contribution	\$169,000
Long-term land commitment	\$2,173,000
Army Corps of Engineers	
Previously Expended, Feasibility Phase	\$486,000
Federal FY 08 Earmark Allocation	\$50,000
Federal FY 09 Stimulus Funds	<u>\$3,813,000</u>
Total Project Costs	<u>\$6,691,000</u>

The project area is currently open land that's purposefully been left vacant in anticipation of this project and includes mowed turf areas, taller grasses/weeds, some trees, the old rail bed, etc. The new creek will tunnel under Line Street, and in other stretches, the current creek bed will be widened. Staff recommends approval.

BOARD ACTION

A motion to approve the Paradise Creek Ecosystem Restoration Project at a cost not to exceed \$6,691,000, of which the total commitment by the University of Idaho shall not exceed \$2,342,000, comprised of \$169,000 of in-kind contributions and the long-term land commitment of \$2,173,000, and to approve the agreement between the University of Idaho and the Department of the Army Corps of Engineers in substantial conformance to the form submitted to the Board in Attachment 2, and to authorize the University Vice President for Finance to execute all other necessary and requisite agreements to complete the Project as described herein.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



University of Idaho

Architectural & Engineering Services

Moscow, Idaho 83844-2281
(208) 885-7250

PARADISE CREEK ECOSYSTEM RESTORATION

SITE MAP

ISSUE DATE: 05/21/2009	DRAWN BY: BC	CAD FILE NAME: Creek.dwg
ARCHIVE FILE NO.:	PROJECT MANAGER: RP	
PROJECT NUMBER:	PRINCIPAL ARCHITECT: LARRY CHINN	

SHEET NUMBER

A1

1 OF 1

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PROJECT PARTNERSHIP AGREEMENT
 BETWEEN
 THE DEPARTMENT OF THE ARMY
 AND
 THE UNIVERSITY OF IDAHO
 FOR
 CONSTRUCTION
 OF THE
 PARADISE CREEK ECOSYSTEM RESTORATION, MOSCOW, IDAHO

THIS AGREEMENT is entered into this _____ day of _____, 2009, by and between the Department of the Army (hereinafter the “Government”), represented by the US Army Engineer, Walla Walla District, and The Board of Regents of University of Idaho (hereinafter the “Non-Federal Sponsor”), represented by the University of Idaho Vice President for Finance and Administration.

WITNESSETH, THAT:

WHEREAS, design and construction of the Paradise Creek Ecosystem Restoration, Moscow, Idaho for aquatic ecosystem restoration (hereinafter the “*Project*”, as defined in Article I.A. of this Agreement) at Moscow, Idaho was approved by Northwestern Division on March 5, 2009 pursuant to the authority contained in Section 206 of the Water Resources Development Act of 1996, Public Law 104-303, as amended (33 U.S.C. 2330; hereinafter “Section 206”);

WHEREAS, Section 206 provides that \$50,000,000 in Federal funds are authorized to be appropriated for each *fiscal year* to carry out projects pursuant to Section 206 and no more than \$5,000,000 in Federal funds may be allotted for a project at any single locality;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Partnership Agreement (hereinafter the “Agreement”) for construction of the *Project*;

WHEREAS, Section 206 of the Water Resources Development Act of 1996, Public Law 104-303, as amended (33 U.S.C. 2330) specifies the cost-sharing requirements applicable to the *Project*;

WHEREAS, the Non-Federal Sponsor desires to perform certain work (hereinafter the “*non-Federal work*” as defined in Article I.N. of this Agreement) which is a part of the *Project* and receive credit toward the amount of its required contributions for the *Project* for the costs of such work;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and Section 103(j) of the Water Resources Development

Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213(j)), provide, *inter alia*, that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal interest has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS

A. The term “*Project*” shall mean ecosystem restoration of Paradise Creek as generally described in the Paradise Creek Ecosystem Restoration Detailed Project Report dated January 2007 and approved by the Commander, Walla Walla District on January 2007.

B. The term “*total project costs*” shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to design and construction of the *Project* and the *pre-Agreement planning and design costs* incurred by the Government. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government’s *pre-Agreement planning and design costs* and the Government’s design costs incurred after the effective date of this Agreement; the Government’s cost of preparation of environmental compliance documentation in accordance with Article II.A.2. of this Agreement; the Government’s engineering and design costs during construction; the Non-Federal Sponsor’s and the Government’s costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; the Government’s costs of historic preservation activities in accordance with Article XVII.A. and Article XVII.C.1. of this Agreement; the Government’s actual construction costs; the costs of the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement; the Government’s supervision and administration costs; the Non-Federal Sponsor’s and the Government’s costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; the Government’s costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of

dredged or excavated material for which the Government affords credit in accordance with Article IV of this Agreement or for which reimbursement by the Government is required pursuant to Article II.B.3. of this Agreement; and the Non-Federal Sponsor's and the Government's costs of audit in accordance with Article X.B. and Article X.C. of this Agreement. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of *betterments* under Article II.H.2. of this Agreement; any costs of dispute resolution under Article VII of this Agreement; the Government's costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement; or the Non-Federal Sponsor's costs of negotiating this Agreement.

C. The term "*period of design and construction*" shall mean the time from the effective date of this Agreement to the date that construction of the *Project* is complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article XIII or Article XIV.C. of this Agreement, whichever is earlier.

D. The term "*financial obligations for design and construction*" shall mean the financial obligations of the Government and the costs for the *non-Federal work*, as determined by the Government, that result or would result in costs that are or would be included in *total project costs* except for obligations pertaining to the provision of lands, easements, and rights-of-way, the performance of *relocations*, and the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material.

E. The term "*non-Federal proportionate share*" shall mean the ratio of sum of the costs included in *total project costs* for the *non-Federal work*, as determined by the Government, and the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. and Article II.C.2. of this Agreement to *financial obligations for design and construction*, as projected by the Government.

F. The term "*highway*" shall mean any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity.

G. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad, or public facility when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

H. The term "*functional portion of the Project*" shall mean a portion of the *Project* for which construction has been completed and that can function independently, as determined by the U.S. Army Engineer, Walla Walla District (hereinafter the "District Engineer") in writing, although the remainder of the *Project* is not complete.

I. The term "*betterment*" shall mean a difference in the design or construction of an element of the *Project* that results from the application of standards that the Government

determines exceed those that the Government would otherwise apply to the design or construction of that element. The term does not include any construction for features not included in the *Project* as defined in paragraph A. of this Article.

J. The term “*Federal program funds*” shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

K. The term “*Section 206 Project Limit*” shall mean the \$5,000,000 statutory limitation on the Government’s financial participation in the planning, design, and construction of the *Project* as specified in Section 206 of the Water Resources Development Act of 1996, Public Law 104-303, as amended (33 U.S.C. 2330).

L. The term “*Section 206 Annual Program Limit*” shall mean the statutory limitation on the Government’s annual appropriations for planning, design, and construction of all projects implemented pursuant to Section 206 of the Water Resources Development Act of 1996, Public Law 104-303, as amended (33 U.S.C. 2330). As of the effective date of this Agreement, such limitation is \$50,000,000.

M. The term “*fiscal year*” shall mean one year beginning on October 1 and ending on September 30.

N. The term “*non-Federal work*” shall mean the in-kind work and outside services obtained by the Non-Federal Sponsor associated with the *Project*. Services may include but are not limited to real estate appraisal, legal, security, excavation, design, construction, landscape, and engineering services. In-kind work may include but is not limited to *Project* and real estate coordination, contractor review and selection, contract preparation and review, construction site inspection and reporting, landscape planning, planting and maintenance, and other activities associated with construction of such work performed by the Non-Federal Sponsor after the effective date of this Agreement. The term does not include the construction of *betterments* or the provision of lands, easements, rights-of-way, *relocations*, or the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that are associated with the non-Federal work.

O. The term “*pre-Agreement planning and design costs*” shall mean all costs that were incurred by the Government prior to the effective date of this Agreement for planning and design of the *Project*.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the “Congress”) and using those funds and funds provided by the

Non-Federal Sponsor, expeditiously shall design and construct the *Project*, except for the *non-Federal work*, applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsor expeditiously shall perform the *non-Federal work* in accordance with applicable Federal laws, regulations, and policies.

1. The Government shall not issue the solicitation for the first contract for design of the Project or commence design of the Project using the Government's own forces until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the *Project*.

2. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all Government contracts for construction, including relevant plans and specifications, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of construction using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project*, except for the *non-Federal work*, shall be exclusively within the control of the Government.

3. At the time the District Engineer furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the *Project*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

4. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *non-Federal work*, including relevant plans and specifications, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government but, except as otherwise required in paragraph B.4. of this Article, the contents of solicitations, award of contracts or commencement of construction using the Non-Federal Sponsor's own forces, execution of contract

modifications, resolution of contract claims, and performance of all work on the *non-Federal work* shall be exclusively within the control of the Non-Federal Sponsor.

5. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal Sponsor for the *non-Federal work*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

6. Notwithstanding paragraph A.2. and paragraph A.4. of this Article, if the award of any contract for design or construction of the Project, or continuation of design or construction of the Project using the Government's or the Non-Federal Sponsor's own forces, would result in total project costs exceeding \$6,691,000, the Government and the Non-Federal Sponsor agree to defer award of that contract, award of all remaining contracts for design or construction of the Project, and continuation of design or construction of the Project using the Government's or the Non-Federal Sponsor's own forces until such time as the Government and the Non-Federal Sponsor agree in writing to proceed with further contract awards for the Project or the continuation of design or construction of the Project using the Government's or the Non-Federal Sponsor's own forces, but in no event shall the award of contracts or the continuation of design or construction of the Project using the Government's or the Non-Federal Sponsor's own forces be deferred for more than three years. Notwithstanding this general provision for deferral, in the event the Assistant Secretary of the Army (Civil Works) makes a written determination that the award of such contract or contracts or continuation of design or construction of the Project using the Government's own forces must proceed in order to comply with law or to protect human life or property from imminent and substantial harm, the Government, after consultation with the Non-Federal Sponsor, may award a contract or contracts, or continue with design or construction of the Project using the Government's own forces.

B. The Non-Federal Sponsor shall contribute 35 percent of *total project costs* in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall perform or ensure performance of all *relocations*, and shall construct improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Government determines to be required or to be necessary for construction, operation, and maintenance of the *Project*.

2. The Non-Federal Sponsor shall provide funds in accordance with Article VI.B. of this Agreement in the amount necessary to meet the Non-Federal Sponsor's required share of 35 percent of *total project costs* if the Government projects at any time that the collective value of the following contributions will be less than such required share: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article that is included in *total project costs* as determined in accordance with Article IV of this

Agreement; and (b) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement.

3. The Government, subject to the availability of funds and as limited by paragraph B.6. of this Article, the *Section 206 Project Limit*, and the *Section 206 Annual Program Limit*, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 35 percent of *total project costs* if the Government determines at any time that the collective value of the following contributions has exceeded 35 percent of *total project costs*: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article that is included in *total project costs* as determined in accordance with Article IV of this Agreement; (b) the value of the Non-Federal Sponsor's contributions under paragraph B.2. of this Article; and (c) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement.

4. The Government shall determine and include in *total project costs* any costs incurred by the Non-Federal Sponsor for *non-Federal work*, subject to the conditions and limitations of this paragraph. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total project costs* for *non-Federal work*.

a. The Non-Federal Sponsor shall not commence construction of the *non-Federal work* until the designs, detailed plans and specifications, and arrangements for the prosecution of such work have been approved by the Government. Changes proposed by the Non-Federal Sponsor to approved designs and plans and specifications also must be approved by the Government in advance of the related construction. Upon completion of the *non-Federal work*, the Non-Federal Sponsor shall furnish to the Government a copy of all final as-built drawings for the construction portion of such work.

b. *Non-Federal work* shall be subject to an on-site inspection and certification by the Government that the work was accomplished in a satisfactory manner and in accordance with the provisions of this Agreement and is suitable for inclusion in the *Project*.

c. The Non-Federal Sponsor's costs for *non-Federal work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement shall be subject to an audit in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability and allowability of such costs.

d. The Non-Federal Sponsor's costs for *non-Federal work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *non-Federal work* is completed and the time the costs are included in *total project costs*.

e. The Government shall not include in *total project costs* any costs for *non-Federal work* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

f. The Government shall not include in *total project costs* any costs for *non-Federal work* in excess of the Government's estimate of the costs of the *non-Federal work* if the work had been accomplished by the Government.

g. In the performance of the construction portion of the *non-Federal work*, the Non-Federal Sponsor must comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Costs for the construction portion of *non-Federal work* may be excluded from *total project costs* by the Government, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

5. The Government, in accordance with this paragraph, shall afford credit toward the Non-Federal Sponsor's contribution of funds required under paragraph B.2. of this Article for the costs of the *non-Federal work* determined in accordance with paragraph B.4. of this Article. However, the maximum amount of credit that can be afforded for the *non-Federal work* shall not exceed the lesser of the following amounts as determined by the Government: the Non-Federal Sponsor's contribution of funds required under paragraph B.2. of this Article or the costs of the *non-Federal work* determined in accordance with paragraph B.4. of this Article.

6. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement of any costs of *non-Federal work* determined in accordance with paragraph B.4. of this Article and included in *total project costs* that exceed the amount of credit afforded for the *non-Federal work* determined in accordance with paragraph B.5. of this Article and the Non-Federal Sponsor shall be responsible for 100 percent of all costs of *non-Federal work* included in *total project costs* that exceed the amount of credit afforded.

C. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic

preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement.

2. In accordance with Section 206 of the Water Resources Development Act of 1996, Public Law 104-303, as amended (33 U.S.C. 2330), the Government's total financial obligations for planning, design, and construction of the *Project* (except for costs incurred on behalf of the Non-Federal Sponsor in accordance with paragraph H. of this Article) shall not exceed the *Section 206 Project Limit*. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this limit and shall pay any such costs in accordance with Article VI.B. of this Agreement.

3. If the Government determines that the total amount of Federal funds provided by Congress for all projects implemented pursuant to Section 206 has reached the *Section 206 Annual Program Limit*, and the Government projects that the Federal funds the Government will make available to the *Project* within the *Section 206 Annual Program Limit* will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 206 Annual Program Limit*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement.

D. When the District Engineer determines the entire *Project*, or a *functional portion of the Project*, is complete, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with a final Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") or, if the final OMRR&R Manual is not available, an interim OMRR&R Manual for the entire *Project* or such completed portion. Upon such notification, the Government also shall furnish to the Non-Federal Sponsor a copy of all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, if such drawings are available. Not later than 6 months after such notification by the Government that the entire *Project* is complete, the Government shall furnish the Non-Federal Sponsor with all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, and also shall furnish the Non-Federal Sponsor with the final OMRR&R

Manual for the entire *Project*. In the event all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, or the final OMRR&R Manual for the entire *Project* cannot be completed within the 6 month period, the Government shall provide written notice to the Non-Federal Sponsor, and the Government and the Non-Federal Sponsor shall negotiate an acceptable completion date for furnishing such documents. Further, after completion of all contracts for the *Project*, copies of all of the Government's and Non-Federal Sponsor's Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided to the other party previously shall be provided to the Non-Federal Sponsor and/or the Government, as appropriate.

E. Upon notification from the District Engineer in accordance with paragraph D. of this Article, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or the *functional portion of the Project* as the case may be, in accordance with Article VIII of this Agreement.

F. Upon conclusion of the *period of design and construction*, the Government shall conduct an accounting, in accordance with Article VI.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

G. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

H. The Non-Federal Sponsor may request the Government to perform or provide, on behalf of the Non-Federal Sponsor, one or more of the services (hereinafter the "additional work") described in this paragraph. Such requests shall be in writing and shall describe the additional work requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested additional work or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the additional work performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article VI.D. of this Agreement.

1. Acquisition of lands, easements, and rights-of-way; performance of *relocations*; or construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material for the *Project*. Notwithstanding acquisition of lands, easements, and rights-of-way, performance of *relocations*, or construction of improvements by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

2. Inclusion of *betterments* in the design or construction of the *Project*. In the event the Government elects to include any such *betterments*, the Government shall allocate the costs of the *Project* features that include *betterments* between *total project costs* and the costs of the *betterments*.

I. The Non-Federal Sponsor shall prevent obstructions or encroachments on the *Project* (including prescribing and enforcing regulations to prevent such obstructions or encroachments) such as any new developments on *Project* lands, easements, and rights-of-way or the addition of facilities which might reduce the outputs produced by the *Project*, hinder operation and maintenance of the *Project*, or interfere with the *Project's* proper function.

J. The Non-Federal Sponsor shall not use the *Project*, or the lands, easements, and rights-of-way required pursuant to Article III of this Agreement, as a wetlands bank or mitigation credit for any other project.

ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, DISPOSAL AREA IMPROVEMENTS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that work and shall provide the Government with authorization for entry thereto. Furthermore, prior to the end of *period of design construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, as set forth in such descriptions, and shall provide the Government with authorization for entry thereto. The Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the *Project* and that were provided by the Non-Federal Sponsor are retained in public ownership, for uses compatible with the authorized purposes of the *Project*.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the *relocations* necessary for construction, operation, and maintenance of the

Project, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such *relocations* in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with such *relocations*. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Government determines to be necessary for that work. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall perform or ensure performance of all *relocations* as set forth in such descriptions.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material associated with construction, operation, and maintenance of the *Project*. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such improvements in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with construction of such improvements. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall prepare plans and specifications for all improvements the Government determines to be required for the disposal of dredged or excavated material under that contract, submit such plans and specifications to the Government for approval, and provide such improvements in accordance with the approved plans and specifications. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall provide all improvements set forth in such descriptions.

D. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - CREDIT FOR VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND DISPOSAL AREA IMPROVEMENTS

A. Except as provided otherwise in this Article, the Government shall include in *total project costs* and afford credit toward the Non-Federal Sponsor's share of *total project costs* for the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor must provide pursuant to Article III.A. of this Agreement; for the value of the *relocations* that the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III.B. of this Agreement; and for the value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Non-Federal Sponsor must provide pursuant to Article III.C. of this Agreement. However, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of any lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that have been provided previously as an item of cooperation for another Federal project. In addition, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that were acquired or performed using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that affording credit for the value of such items is expressly authorized by Federal law. Finally, no amount shall be included in *total project costs*, no credit shall be afforded pursuant to this Article, and no reimbursement shall be provided to the Non-Federal Sponsor, for any value of lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that exceeds 35 percent of *total project costs*.]

B. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to Article III.A., Article III.B., or Article III.C. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions for the purpose of including in *total project costs* such value that does not exceed 35 percent of *total project costs* and for determining the amount of credit to be afforded in accordance with the provisions of this Agreement

C. For the purposes of determining the value to be included in *total project costs* and the amount of credit to be afforded in accordance with this Article and except as otherwise provided in paragraph G. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto. However, for lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this

Agreement that are required for the *non-Federal work*, fair market value shall be the value of such real property interests as of the date the Non-Federal Sponsor awarded the first construction contract for the *non-Federal work*, or, if the Non-Federal Sponsor performed the construction with its own forces, the date that the Non-Federal Sponsor began construction of the *non-Federal work*. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3 or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide the Government with the appraisal no later than 6 months after the Non-Federal Sponsor provides the Government with an authorization for entry for such real property interest. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this

Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. In the event the Government modifies its determination made pursuant to Article III.A. of this Agreement, the Government shall afford credit for the documented incidental costs associated with preparing to acquire the lands, easements, or rights-of-way identified in the original determination, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.D. of this Agreement, and other payments by the Non-Federal Sponsor for items that are

generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this Agreement. The value of the interests provided by the Non-Federal Sponsor in accordance with Article III.A. of this Agreement also shall include the documented costs of obtaining appraisals pursuant to paragraph C.2. of this Article, as determined by the Government, and subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

5. Waiver of Appraisal. Except as required by paragraph C.3 of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is \$10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of \$10,000.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of Idaho would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

E. The value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs due to *betterments*, as determined by the Government.

F. Any credit afforded under the terms of this Agreement for the value of *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material, performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

G. Where the Government, on behalf of the Non-Federal Sponsor pursuant to Article II.H.1. of this Agreement, acquires lands, easements, or rights-of-way, performs *relocations*, or constructs improvements required on lands, easements, or rights-of-way to enable the disposal of dredged or excavated material, the value to be included in *total project costs* and the amount of credit to be afforded in accordance with this Article shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsor in accordance with Article VI.D. of this Agreement. In addition, the value to be included in *total project costs* and the amount of such credit to be afforded in accordance with this Article shall include the documented costs incurred by the Non-Federal Sponsor in accordance with the terms and conditions agreed upon in writing pursuant to Article II.H.1. of this Agreement subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the *period of design and construction*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of design and construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the *period of design and construction*, the Project Coordination Team shall generally oversee the *Project*, including matters related to: design, completion of all necessary environmental coordination and documentation; plans and specifications; scheduling; real property and *relocation* requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with 40

U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for *relocations*, improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material, and the construction portion of the *non-Federal work*; the investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; historic preservation activities in accordance with Article XVII of this Agreement; the Government's cost projections; the performance of and scheduling for the *non-Federal work*; final inspection of the entire *Project* or *functional portions of the Project*; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the *Project* including issuance of permits; and other matters related to the *Project*. This oversight of the *Project* shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations to the District Engineer on matters related to the *Project* that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for design and construction of the *Project* except for the *non-Federal work*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations. On matters related to the *non-Federal work*, that the Project Coordination Team generally oversees, the Project Coordination Team may make recommendations to the Non-Federal Sponsor including suggestions to avoid potential sources of dispute. The Non-Federal Sponsor in good faith shall consider the recommendations of the Project Coordination Team. The Non-Federal Sponsor, having the legal authority and responsibility for design and construction of the *non-Federal work*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, or local laws or regulations.

E. The Non-Federal Sponsor's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VI - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, contributions provided by the parties, the value included in

total project costs for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement, the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement, and the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement.

1. As of the effective date of this Agreement, *total project costs* are projected to be \$6,691,000; the Non-Federal Sponsor's contribution of funds required by Article II.B.2. of this Agreement is projected to be \$89,000; the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement are projected to be \$89,000; the credit to be afforded for the non-federal work pursuant to Article II.B.5 of this Agreement is projected to be \$89,000; the Non-Federal Sponsor's contribution of funds required by Article II.C.2. of this Agreement is projected to be \$0. The *non-Federal proportionate share* is projected to be 4 percent; the Non-Federal Sponsor's contribution of funds required by Article XVII.C.4. of this Agreement is projected to be \$0; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement is projected to be \$2,173,000; and the Government's total financial obligations for the additional work to be incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement are projected to be \$0. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By September 30, 2009 and by each quarterly anniversary thereof until the conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings,, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. of this Agreement; the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement; the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement; the Non-Federal Sponsor's contribution of funds required by Article II.C.2. of this Agreement; the *non-Federal proportionate share*; the Non-Federal Sponsor's total contribution of funds required by Article XVII.C.4. of this Agreement; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement; and the Government's total financial obligations for additional work incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement.

B. The Non-Federal Sponsor shall provide the contributions of funds required by Article II.B.2., Article II.C.2., and Article XVII.C.4. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than **thirty** calendar days prior to the scheduled date for issuance of the solicitation for the first contract for issuance of the solicitation for the first contract for design of the *Project* or commencement of design of the *Project* using the Government's own forces, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to meet its projected share under Article II.B.2., Article II.C.2., and Article XVII.C.4. of this Agreement. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to "FAO, USAED, USACE-NWW" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for such required funds, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to cover: (a) the *non-Federal proportionate share of financial obligations for design and construction* incurred prior to the commencement of the *period of design and construction*; (b) the *non-Federal proportionate share of financial obligations for design and construction as financial obligations for construction* are incurred; and (c) the Non-Federal Sponsor's share of financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement as those financial obligations are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's share of such financial obligations, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within **60** calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon conclusion of the *period of design and construction* and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results

of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities associated with historic preservation. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

D. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.H. of this Agreement for additional work in accordance with the provisions of this paragraph.

1. Not less than 30 calendar days prior to the scheduled date for the first financial obligation for additional work, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of the additional work. No later than 30 calendar days prior to the Government incurring any financial obligation for additional work, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such additional work through any of the payment mechanisms specified in paragraph B.1. of this Article.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such additional work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within **30** calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations incurred for additional work and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of such financial obligations for additional work from being conducted in a timely manner, the Government shall conduct an interim accounting of such financial obligations for additional work and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting of such financial obligations for additional work to complete the final accounting of such financial obligations for additional work and furnish the Non-Federal Sponsor with

written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for additional work and the Non-Federal Sponsor's contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the Government's total financial obligations for additional work exceed the total contribution of funds provided by the Non-Federal Sponsor for such additional work, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, **USACE-NWW**" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsor for additional work exceeds the Government's total financial obligations for such additional work, the Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon receipt of the notification from the District Engineer in accordance with Article II.D. of this Agreement and for so long as the *Project* remains authorized, the Non-Federal Sponsor, pursuant to Article II.E. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project* or *functional portion of the Project*, at no cost to the Government. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with applicable Federal and State laws as provided in Article XI of this Agreement and specific directions

prescribed by the Government in the interim or final OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for access to the *Project* for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor. If, after 30 calendar days from receipt of such written notice by the Government, the Non-Federal Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. No completion, operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor's obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

ARTICLE IX – HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor

and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Project* shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-122 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE XIII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the *Project* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Project*.

B. In the event future performance under this Agreement is suspended pursuant to Article II.C. of this Agreement, such suspension shall remain in effect until such time the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Agreement in accordance with Article XIV.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIV.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XIV.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharges its responsibilities under Article XIV.C. of this Agreement; 3) the Government continues work on the *Project*; or 4) the Government terminates this Agreement in accordance with the provisions of Article XIV.C. of this Agreement.

D. In the event that this Agreement is terminated pursuant to this Article or Article XIV.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Project* and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.B.2., Article II.C.2., and Article XVII.C.4. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

E. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article II.C. or Article XIV.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the

average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XIV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601-9675; hereinafter “CERCLA”), that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*.

Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsor does not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the *Project*.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

ARTICLE XV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor: Vice President for Finance and Administration –
Paradise Creek Restoration Project

University of Idaho
PO Box 443168
Moscow, ID 83844-3168

If to the Government: Project Manager – Paradise Creek Restoration Project

Army Corps of Engineers, Walla Walla District
District Engineer
201 North Third Avenue

Walla Walla, WA 99362

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVII - HISTORIC PRESERVATION

A. Except as provided in paragraph B. below, the Government shall perform any identification, survey, or evaluation of historic properties that it determines is necessary for the *Project*. Any costs incurred by the Government for such work shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event that the Government determines that any identification, survey, or evaluation of historic properties is required for construction of the *non-Federal work*, and if the Government and the Non-Federal Sponsor agree in writing that the Non-Federal Sponsor should perform such identification, survey, or evaluation of historic properties, the Non-Federal Sponsor shall perform such identification, survey, or evaluation in accordance with this paragraph and other written directions of the Government.

1. The Non-Federal Sponsor shall ensure that its studies are conducted by qualified archaeologists, historians, architectural historians and historic architects, as appropriate, who meet, at a minimum, the Secretary of the Interior's Professional Qualifications Standards. The Non-Federal Sponsor shall submit study plans and reports to the Government for review and approval and the Non-Federal Sponsor shall be responsible for resolving any deficiencies identified by the Government.

2. Any costs of identification, survey, or evaluation of historic properties incurred by the Non-Federal Sponsor pursuant to this paragraph shall be included in the costs for *non-Federal work* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

C. Except as provided in paragraph C.2. below, the Government, as it determines necessary for the *Project*, shall perform or ensure the performance of any mitigation activities or actions for historic properties or that are otherwise associated with historic preservation including data recovery activities.

1. Any costs incurred by the Government for such mitigation activities, except for data recovery activities associated with historic preservation, shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

2. In the event that the Government determines that mitigation activities or actions other than data recovery activities associated with historic preservation are required for construction of the *non-Federal work*, and if the Government and the Non-Federal Sponsor agree in writing that the Non-Federal Sponsor should perform such activities or actions, the Non-Federal Sponsor shall perform such activities or actions in accordance with the written directions of the Government. The Non-Federal Sponsor shall perform the agreed upon activities or actions prior to construction of the *non-Federal work*. Any costs incurred by the Non-Federal Sponsor in accordance with the provisions of this paragraph shall be included in the costs for *non-Federal work* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

3. As specified in Section 7(a) of Public Law 86-523, as amended by Public Law 93-291 (16 U.S.C. 469c(a)), the costs of data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in *total project costs*, up to the statutory limit of one percent of the *Section 206 Project Limit*.

4. The Government shall not incur costs for data recovery activities associated with historic preservation that exceed the statutory one percent limit specified in paragraph C.3. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit and the Secretary of the Interior has concurred in the waiver in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. 469c-2(3)). Any costs of data recovery activities associated with historic preservation that exceed the one percent limit shall not be included in *total project costs* but shall be shared between the Non-Federal Sponsor and the Government consistent with the cost sharing requirements for aquatic ecosystem restoration, as follows: 35 percent will be borne by the Non-Federal Sponsor and 65 percent will be borne by the Government.

D. If, during its performance of *relocations*, construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material in accordance with Article III of this Agreement, or performance of the *non-Federal work*, the Non-Federal Sponsor discovers historic properties or other cultural resources that have not been evaluated in accordance with this Article, the Non-Federal Sponsor shall provide prompt written notice to the Government of such discovery. The Non-Federal Sponsor shall not proceed with performance of the *relocation*, construction of the improvement, or performance of the *non-Federal work* that is related to such discovery until the Government provides written notice to the Non-Federal Sponsor that it should proceed with such work.

ARTICLE XVIII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

BOARD OF REGENTS OF THE
UNIVERSITY OF IDAHO

BY: _____
District Engineer
USACE-NWW

BY: _____
Vice President for
Finance and Administration

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the **[FULL TITLE OF ATTORNEY SIGNING CERTIFICATE OF AUTHORITY]** of **THE UNIVERSITY OF IDAHO**, that **THE UNIVERSITY OF IDAHO** is a legally constituted *public body* with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and **THE UNIVERSITY OF IDAHO** in connection with the **Paradise Creek Ecosystem Restoration-Moscow, Idaho** and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of **THE UNIVERSITY OF IDAHO** have acted within their corporate authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 2009.

[TYPED NAME]
[TITLE IN FULL]

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[TYPED NAME]

[TITLE IN FULL]

DATE: _____

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of June, 2009

History Narrative

- 1 Institution/Agency:** University of Idaho **Project:** Paradise Creek Ecosystem Restoration, University of Idaho, Moscow, Idaho
- 2 Project Description:** The project is an integrated relocation and restoration of certain reaches of Paradise Creek located on the main campus of the University of Idaho, Moscow, Idaho.
- 3 Project Use:** The Paradise Creek Ecosystem Restoration project is proposed in cooperation with U.S. Army Corps of Engineers, the City of Moscow, and the University of Idaho. A combination of new channel construction, riparian habitat improvements to existing channels, access pathways, and potential future storm water wetland cell development are proposed as a means to restore more natural wetland features in the area, provide a naturalized greenbelt transition linking the University of Idaho to the City of Moscow, support research efforts and student learning opportunities, improve flood control characteristics, and to help improve the overall water quality of Paradise Creek.
- 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, Excluding Land Values and History of Revisions:	\$ -	\$ -	\$ 3,863,000	\$ 3,863,000	\$ 377,000	\$ 3,219,000	\$ 267,000	\$ 3,863,000
Total Project Costs	\$ -	\$ -	\$ 3,863,000	\$ 3,863,000	\$ 377,000	\$ 3,219,000	\$ 267,000	\$ 3,863,000

History of Funding:	* Other Sources of Funds-----					
	PBF	ISBA	Institutional Funds (Gifts/Grants)	Student Revenue	Other	Total Funding
Initial Authorization Request, Jun 09					\$ 3,863,000	\$ 3,863,000
Total	\$ -	\$ -	\$ -	\$ -	\$ 3,863,000	\$ 3,863,000

27 * Federal Funds allocated specifically for this purpose. 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 and Other

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

UNIVERSITY OF IDAHO

SUBJECT

University of Idaho request for approval of the settlement agreement discussed in executive session

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.
Idaho Code Sections 67-2345(d) and (f).

DISCUSSION

University of Idaho requests approval of the settlement agreement consistent with the terms discussed in executive session.

IMPACT

Approval of the settlement will bring finality to this matter.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comment on this item.

BOARD ACTION

A motion to approve the settlement of the legal matter discussed in executive session and to authorize the Vice President of Finance at the University of Idaho to sign all necessary settlement documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: W. Litigation

December 2008

2. Settlement of Litigation

The chief executive officer has authority to settle a legal matter involving the payment or receipt of up to twenty five thousand dollars (\$25,000) of institution, agency, or school funds. Any settlement of a legal matter that is in excess of twenty five thousand dollars (\$25,000) in institution, agency, or school funds must be approved by the Board prior to any binding settlement commitment.

IDAHO CODE

§ 67-2345. Executive sessions -- When authorized

(1) Nothing contained in this act shall be construed to prevent, upon a two-thirds (2/3) vote recorded in the minutes of the meeting by individual vote, a governing body of a public agency from holding an executive session during any meeting, after the presiding officer has identified the authorization under this act for the holding of such executive session. An executive session may be held:

(a) To consider hiring a public officer, employee, staff member or individual agent. This paragraph does not apply to filling a vacancy in an elective office;

(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student;

(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency;

(d) To consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code;

(e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;

(f) To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation;

(g) By the commission of pardons and parole, as provided by law;

(h) By the sexual offender classification board, as provided by chapter 83, title 18, Idaho Code;

(i) By the custody review board of the Idaho department of juvenile corrections, as provided by law.

(2) Labor negotiations may be conducted in executive session if either side requests closed meetings. Notwithstanding the provisions of *section 67-2343, Idaho Code*, subsequent sessions of the negotiations may continue without further public notice.

(3) No executive session may be held for the purpose of taking any final action or making any final decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

LEWIS-CLARK STATE COLLEGE

SUBJECT

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

LEWIS-CLARK STATE COLLEGE

SUBJECT

Item pulled

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BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 18, 2009

COLLEGE OF WESTERN IDAHO

SUBJECT

Approval of the Canyon County Center Transition Agreement between the State Board of Education and the College of Western Idaho

REFERENCE

February, 2008	The Board approved the Memorandum of Understanding between the College of Western Idaho, the State Board of Education and Boise State University.
December, 2008	Board approved West Campus Transfer, Educational Facility Property Transition Agreement and the Facilities Use Agreement

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies &. Procedures, Section V.I.5.b.3
Senate Concurrent Resolution No. 136, Fifty-Ninth Legislature, Second Regular Session.
Section 33-107(2), Idaho Code

BACKGROUND/DISCUSSION

At the February 2008 meeting, the State Board of Education approved the Memorandum of Understanding by and between the College of Western Idaho (CWI), the State Board of Education(SBOE) and Boise State University (BSU) whereby the State Board of Education agreed to transfer and convey to CWI the Canyon County Center real property and building for the purposes of transferring the Seland College of Applied Technology to CWI and helping launch the newest community college in Idaho. This item allows the parties to accomplish that transfer.

IMPACT

This agreement will provide the College of Western Idaho with campus space and a building to house components of the Seland College of Applied Technology.

ATTACHMENTS

Attachment 1 – Canyon County Center Transition Agreement

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The February 28, 2008 MOU between SBOE, BSU, and CWI called for the transfer of 100 acres of the West Campus, the West Campus Academic Building, and the Canyon County Center. The purpose of the Canyon County Center Transition Agreement is to transfer title to the real estate and the building located

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

on the Nampa/Caldwell Blvd., commonly known as the Canyon County Center, to CWI. In December 2008, the Board approved the Transition Agreement for the West Campus parcel and building only, so this Canyon County Center Transition Agreement will accomplish the final part of the transfer called for in the MOU.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by the College of Western Idaho that the State Board of Education enter into and execute the Canyon County Center Transition Agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CANYON COUNTY CENTER TRANSITION AGREEMENT

THIS CANYON COUNTY CENTER TRANSITION AGREEMENT (“Agreement”) is made this ____ day of June, 2009 (“Effective Date”), by and between the COLLEGE OF WESTERN IDAHO DISTRICT, an Idaho public corporation (“Transferee” or “CWI”), and the IDAHO STATE BOARD OF EDUCATION (“SBOE”) and BOISE STATE UNIVERSITY (“BSU”) (collectively “Transferor”).

RECITALS

A. Transferor is the Owner of that certain real property and improvements located in Canyon County, Idaho consisting of a building that is seventy-seven thousand (77,000) square feet more or less, situated on approximately five (5) acres more or less, and more commonly known as the Canyon County Center, 2407 Caldwell Boulevard, Nampa, Idaho, 83651, and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”).

B. BSU currently utilizes the Property for the provision of professional-technical education (“PTE”), workforce training, adult basic education, and other educational services typically provided by a community college. Transferor expressly declares that the Property remains useful for such purposes and will continue to be used for such purposes. CWI will provide a broad array of community college services, including, but not limited to PTE, workforce training, and adult basic education at the Premises and other locations in the district.

C. Pursuant to Idaho Code § 33-2104(d), CWI was established as a result of a community college district special election held on May 22, 2007, and a June 1, 2007 order by the Canyon County Commission declaring CWI established.

D. Pursuant to Idaho Code § 33-2101 et seq., CWI is the only approved community college district in southwestern Idaho.

E. The Idaho Division of Professional-Technical Education has designated CWI as the postsecondary professional-technical education provider in southwestern Idaho.

F. BSU desires and is statutorily required to relinquish its role as the PTE and community college provider in southwest Idaho and CWI desires and is statutorily required to assume such role. Transferor and CWI agree that it is in the best interests of the parties and the citizens of Idaho and of the College of Western Idaho District to expedite CWI’s assumption of the community college and PTE functions in southwest Idaho by entering into this Agreement.

G. On February 28, 2008, the parties entered into the Non-Binding Memorandum of Understanding calling for the transfer of the Selland College, including the Canyon County Center, the West Campus Academic Building, and approximately one hundred (100) acres of the West Campus, from Transferor to CWI to further the parties’ mutual goals of promoting an effective community college in southwestern Idaho.

H. The fifty-ninth Legislature, Second Regular Session, adopted Senate Concurrent Resolution No. 136, which resolved, in pertinent part, “that the Legislature approves the transfer of real and personal property located in Nampa, Idaho, by the State Board of Education and Boise State University to the College of Western Idaho under such terms and conditions as may be reasonable and necessary, notwithstanding any other provision of law that may apply to such transfer.”

I. In addition to this Agreement, Transferor and CWI have entered into and executed the “Educational Facility Property Transition Agreement,” dated December 29, 2008 to further expedite CWI’s assumption of the community college and PTE functions in southwest Idaho. This Agreement is intended to co-exist with the Educational Facility Property Transition Agreement in order to accomplish the ultimate goal of transferring the community college functions and the Selland College of Applied Technology from BSU to CWI.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the recitals above, which are incorporated herein, and the premises and the mutual representations, covenants, undertakings and agreements hereinafter contained, Transferor and Transferee represent, covenant, undertake and agree as follows:

1. DESCRIPTION OF PROPERTY TO BE TRANSFERRED.

Subject to the terms and conditions of this Agreement, Transferor agrees to divest, transfer and convey, and CWI agrees to acquire, assume and have transferred and conveyed, subject to and upon each of the terms and conditions hereinafter set forth, the Property, together with all right, title and interest of Transferor in and to all easements, tenements, hereditaments, privileges, water rights and appurtenances thereunto belonging, the improvements and structures located on the Property.

2. CONSIDERATION FOR TRANSFER.

As consideration for the transfer of the Property, as well as the transfer of property and services pursuant to the Educational Facility Property Transition Agreement, in addition to the recitals, the mutual representations, covenants, undertakings and agreements herein, CWI will:

- (a) Assume BSU’s role of providing community college services in Area No. 3 by providing public postsecondary education, professional-technical education, community and workforce training, and adult basic education in perpetuity;
- (b) Grant a reversionary interest in the deeds required by this Agreement and the Educational Facility Property Transition Agreement in favor of Transferor in the event that the property transferred thereby permanently ceases to be used by CWI for public community college purposes (permanent abandonment); and

- (c) Pay all costs associated with the transfer of the Property, including all engineering and surveying fees necessary to identify the Property, closing costs, and title insurance costs.

3. ADDITIONAL TERMS, CONTINGENCIES AND CONDITIONS PRECEDENT.

The Parties' respective obligations under this Agreement including, without limitation, the Parties' respective obligations to close the transaction for the Property hereunder are expressly conditioned and contingent upon the prior satisfaction of and/or the respective Parties' express written waiver of the following terms, contingencies and conditions precedent, as applicable, for the respective benefit of the Parties as set forth in this Article 3.

(a) Title Matters.

(i) Title Insurance. By the Closing, CWI, at CWI's expense, shall procure a standard ALTA Owner's Policy of Title Insurance ("Policy") insuring that fee title to the Premises is vested in Transferor subject only to the exceptions set forth in the Title Insurance Commitment, Order No. 200804106, dated April 29, 2008 (the "Commitment").

(ii) Title Commitment. CWI has received the Commitment, covering the Property, issued by First American Title Insurance Company ("Title Company"), together with legible and complete copies of all documents referenced as title exceptions in the Commitment. CWI hereby approves the exceptions to the Policy as shown on Schedule B, Section II.

(b) **AS IS CONDITION, DISCLAIMER OF WARRANTIES.** CWI ACKNOWLEDGES THAT AS OF THE CLOSING DATE CWI SHALL HAVE CONDUCTED ITS OWN DUE DILIGENCE INSPECTION OF THE PROPERTY AND THAT CWI SHALL ACCEPT THE PROPERTY IN "AS IS – WHERE IS" CONDITION AND IN THE CONDITION THAT THE PROPERTY IS IN AS OF THE CLOSING DATE. TRANSFEROR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY OTHER VERBAL OR IMPLIED PROMISES, AGREEMENTS, STIPULATIONS, REPRESENTATIONS OR WARRANTIES OF ANY CHARACTER WHATSOEVER, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND CWI IN ENTERING INTO THIS AGREEMENT IS RELYING WHOLLY UPON ITS OWN DUE DILIGENCE INSPECTION AND JUDGMENT. TRANSFEROR MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE PROPERTY SIZE. CWI SHALL TAKE THE PROPERTY SUBJECT TO THIRD PARTY CLAIMS ARISING OUT OF OR RESULTING FROM DISCREPANCIES, ENCROACHMENTS AND OVERLAPS BETWEEN OR RESULTING FROM EXISTING PERIMETER FENCE LOCATIONS AND THE SURVEYED BOUNDARY LINES OF THE PROPERTY, IF ANY, AND/OR TO ANY STATE OF FACTS AN ACCURATE SURVEY OR INSPECTION OF THE PROPERTY WOULD SHOW. CWI AGREES THAT IT HAS ASCERTAINED, AS OF THE CLOSING DATE, FROM SOURCES OTHER THAN TRANSFEROR, THE APPLICABLE ZONING, BUILDING, HOUSING, AND OTHER REGULATORY ORDINANCES AND LAWS AND CWI ACCEPTS THE PROPERTY WITH FULL AWARENESS OF THESE ORDINANCES AND LAWS AS THEY MAY

AFFECT THE PRESENT USE OR ANY INTENDED FUTURE USE OF THE PROPERTY AND TRANSFEROR HAS MADE NO REPRESENTATIONS WITH RESPECT THERETO.

(c) Conveyance. At Closing, defined below, Transferor shall convey the Premises to CWI by Grant Deed in the form attached hereto as **Exhibit B** and incorporated herein (“Deed”). All costs of recording the grant deed will be paid by the CWI.

(d) No New Encumbrances. During the term of this Agreement, except as may be otherwise expressly provided for herein, Transferor shall not enter into or record or cause or consent to be recorded any new easement, agreement, covenant, restriction, claim, lien, or any other matter affecting the Property or title thereto (an “Encumbrance”) without CWI’s prior written consent.

(e) BSU-CWI Space Allocation. At Closing or at any time subsequent thereto, CWI and BSU may enter into at least one separate agreement for space allocation between the parties with respect to the Canyon County Center Building. Said agreement shall make space available to BSU for course offerings to further the Parties’ desire that BSU continue providing services in Canyon County; provided, however, that it is expressly understood by the Parties that CWI is to be the primary occupant of the Canyon County Center. The agreement shall continue annually on a year-to-year term, or until otherwise terminated in accordance with the terms set forth in the agreement. As part of said agreement BSU shall be liable only for actual out-of-pocket costs incurred by CWI as a direct result of the agreement; provided, however that BSU will not be charged for such access or usage of the Canyon County Center Building occurring as a result of services rendered by BSU personnel on behalf of CWI.

4. REPRESENTATIONS AND WARRANTIES.

(a) Transferor represents, warrants and covenants to CWI, as of the Effective Date of this Agreement and as of the date of Closing, as follows:

(1) Owner Fee Simple Title. Transferor is and shall be the owner of insurable fee simple title to the Property and has the authority to convey the Property as described in **Exhibit A**. Prior to the Closing, the Transferor shall not convey or accept any offer to convey the Premises or any portion of or interest in the Premises nor shall the Transferor encumber or permit encumbrance of the Premises in any way nor grant any property, contract or occupancy right relating to the Premises or any portion thereof without the prior written consent of CWI which may be withheld in the CWI's sole and absolute discretion.

(2) Authority. Transferor has full power, authority and legal right to execute and deliver this Agreement and to perform its obligations under this Agreement. Transferor has authorized the execution and delivery of this Agreement and the performance of its obligations hereunder by all necessary action under Idaho law.

(3) No Adverse Action by Transferor. That Transferor shall not voluntarily take any action, or permit any action to be taken, from and after the execution of this Agreement which adversely affects: (i) the physical condition of the Property; (ii) title to the Property; or (iii) development of the Property.

(4) No Mechanic's Liens. Except for those caused by CWI or arising out of CWI's activities on the Property, that there are and will be no unrecorded mechanic's or materialmen's liens or any claims for such liens affecting the Property, and as of the Closing Date, there will be no work or material performed or furnished for which payment will not have previously been made.

(5) Hazardous Materials. To the best of Transferor's knowledge, there are no hazardous substances located on or contained within or below the Property.

The phrase "to the best of Transferor's knowledge" as used herein shall mean the knowledge of Transferor's agents or employees after diligent inquiry and investigation.

(b) CWI hereby represents, warrants and covenants to Transferor that as of the Effective Date and as of the Closing Date:

(1) Duly Organized; Good Standing. That CWI is an Idaho public corporation that has been duly organized, is validly existing and in good standing under the laws of the State Idaho, and has the full power and authority to: (i) acquire title to the Property; (ii) enter into this Agreement; and (iii) carry out and consummate the transactions contemplated by this Agreement.

(2) Authority. That the execution and delivery of this Agreement by the signatories hereto on behalf of CWI, and the performance of this Agreement by CWI, have been duly authorized by CWI. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) result in a breach of or default under any agreement, document or instrument to which CWI is a party or by which CWI is bound; or (ii) violate any existing statute, restriction, order, writ, injunction or decree of any court, administrative agency or governmental body to which CWI is subject.

5. CLOSING AND RELATED MATTERS

(a) Closing Date. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the Title Company's office on or before the expiration of thirty (30) days from and after the execution of this Agreement by all of the parties, or as otherwise agreed by the parties ("Closing Date").

(b) Transferor's Deposits. On the Closing Date, Transferor shall deliver the following documents to the Title Officer's:

- (i) Deed executed by Transferor conveying the Premises to CWI.
- (ii) Transferor-approved Closing statement.

(iii) Such other documents as the Title Company, CWI or CWI's attorneys may reasonably require in order to effectuate or further evidence the intent of any provision in this Agreement.

All of the documents and instruments to be delivered by Transferor hereunder shall be in form and substance reasonably satisfactory to counsel for both Parties.

(c) CWI's Deposits. On the Closing Date, CWI shall deliver the following documents to Title Officer:

- (i) CWI-approved Closing statement.

(ii) Such other documents as the Title Company, Transferor or Transferor's attorneys may reasonably require in order to effectuate or further evidence the intent of any provision in this Agreement.

All of the documents and instruments to be delivered by Transferor hereunder shall be in form and substance reasonably satisfactory to counsel for both Parties.

(d) Possession. Possession of the Property shall be delivered to CWI on the Closing Date.

(e) Locks. BSU owns and utilizes a proprietary door lock system where the door locking mechanisms and keys are proprietary to BSU. Since CWI cannot produce keys or make changes to such locks in the future, all door locks and locking mechanisms will be removed from the building at BSU's expense before the closing. BSU will coordinate this removal with CWI to ensure CWI can, at its expense, have new locks installed simultaneously with the removal.

6. PRORATIONS AND ADJUSTMENTS.

The following items shall be prorated and adjusted as of the Closing Date

(a) To the extent applicable, property taxes, assessments, and rents related to the Premises shall be prorated between the Transferor and the CWI as of the date of Closing. Such prorations shall be made on the basis of a 365-day year.

(b) Utilities. All charges for utilities, including water use charges (but not "water taxes" levied by the City of Nampa), shall be paid by Transferor up to and including the Closing Date. Bills received after Closing that relate to expenses incurred or services performed allocable to the period prior to the Closing Date shall be paid by Transferor post-Closing as and when due.

(c) Other Items. Such other items as are customarily prorated in transaction of the type contemplated in this Agreement.

7. NOTICES.

All notices, demands, requests, and other communications under this Agreement shall be in writing and shall be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U. S. Mail, postage prepaid, certified mail, return receipt requested, or if sent via facsimile transmission, when received as determined by the written facsimile transmission report generated by the sending party's facsimile machine confirming successful delivery, addressed as follows:

<p>(a) If to SBOE:</p> <p>Idaho State Board of Education Attn.: Paul Agidius, President P.O. 83720 Boise, ID 83720-0037 (208) 334-2632 (facsimile)</p>	<p>With a copy to:</p> <p>Deputy Attorney General, P.O. Box 83720 Boise, Idaho 83720-0037 (208) _____ (facsimile)</p>
<p>(b) If to BSU:</p> <p>Boise State University Attn.: President 1910 University Drive Boise, Idaho 83725-1000 (208) _____ (facsimile)</p>	<p>With a copy to:</p> <p>General Counsel 1910 University Drive Boise, Idaho 83725-1200 (208) _____ (facsimile)</p>
<p>(c) If to CWI:</p> <p>College of Western Idaho Attn.: President 5500 East University Way Nampa, Idaho 83687 (208) _____ (facsimile)</p>	<p>With a copy to:</p> <p>Richard Stover Eberle, Berlin, Kading, Turnbow & McKlveen, Chtd. P.O. Box 1368 Boise, Idaho 83701 (208) 344-8542 (facsimile)</p>

8. MISCELLANEOUS.

(a) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective heirs, personal representatives, successors and assigns.

(b) Counterparts. This Agreement may be executed via facsimile (original to be promptly delivered by U. S. Mail or overnight carrier) in counterparts, each of which shall constitute an original, but all together shall constitute one and the same agreement.

(c) Survival. The terms, provisions, and covenants (to the extent applicable) and indemnities shall survive Closing and delivery of the deed, and this Agreement shall not be merged therein, but shall remain binding upon and for the Parties hereto until fully observed, kept or performed.

(d) Entire Agreement. This Agreement embodies the entire contract between the Parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements and letters of intent, whether written or oral, between the Parties. No extension, change, modification or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by Transferor or CWI, and no notice of any extension, change, modification or amendment made or claimed by Transferor or CWI shall have any force or effect whatsoever unless the same shall be endorsed in writing and be signed by the party against which the enforcement of such extension, change, modification or amendment is sought, and then only to the extent set forth in such instrument. Nothing herein is intended, nor shall it be construed, as obligating either party to agree to any modification if this Agreement.

(e) Representation by Counsel. All Parties hereto have either: (i) been represented by separate legal counsel; or (ii) have had the opportunity to be so represented. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Agreement.

(f) Captions. The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not part of the text.

(g) Severability. In the event any term or provisions of this Agreement shall be held illegal, invalid or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

(h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

(i) Recitals, Exhibits and Schedules. The recitals, exhibits and schedules attached to this Agreement are incorporated into this Agreement as if set forth in full herein and shall be an integral part of this Agreement.

(j) Cooperation of Parties. The Transferor and the CWI shall execute or cause to be executed any and all documents reasonably necessary or appropriate to close the transaction pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

IDAHO STATE BOARD OF EDUCATION

By: _____
Its: _____

BOISE STATE UNIVERSITY

By: _____
Its: _____

COLLEGE OF WESTERN IDAHO

By: _____
Its: _____

List of Exhibits:

Exhibit A – Legal Description of Property
Exhibit B – Form of Grant Deed

EXHIBIT A

Lot 1, Block 1, SUNDANCE COMMERCIAL PARK, as shown on the official plat thereof on file in Book 17 of Plats, Page 41, in the office of the Canyon County Recorder, Canyon County, Idaho.

EXHIBIT B
Grant Deed

*RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:*

*College of Western Idaho
Attn.: Cheryl Wright
5500 East University Way
Nampa, Idaho 83687*

(Space Above For Recorder's Use)

GRANT DEED

For good and valuable consideration, the receipt of which is hereby acknowledged, the **STATE OF IDAHO acting by and through the STATE BOARD OF EDUCATION as the Board of Trustees for BOISE STATE UNIVERSITY**, ("Grantor"), grants, transfers, conveys and assigns to the **COLLEGE OF WESTERN IDAHO** ("Grantee"), whose current address is 5500 East University Way, Nampa, Idaho 83687, and its successors and assigns forever, the following described real property:

Lot 1, Block 1, SUNDANCE COMMERCIAL PARK, as shown on the official plat thereof on file in Book 17 of Plats, Page 41, in the office of the Canyon County Recorder, Canyon County, Idaho.

SUBJECT TO all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show and to the restriction on Grantee's use of the Property as set forth herein.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

RESERVATION OF GRANTOR. It is hereby understood and stipulated that this property must forever be used for public educational purposes and whenever the property hereby conveyed ceases to be used exclusively for public community college, or education-related auxiliary purposes, by Grantee, its successors or assigns, that said property and all improvements

then situate on such property shall automatically revert to Grantor, its successors or assigns, without cost, charge or payment of any kind as fully and effectually as if this deed had not been made or executed.

IN WITNESS WHEREOF, the Grantor has hereunto subscribed its name to this instrument this _____ day of _____, 20____.

GRANTOR:

IDAHO STATE BOARD OF EDUCATION, as the
Board of Trustees for BOISE STATE
UNIVERSITY

By: _____

Its: _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public, personally appeared _____, known or identified to me to be the _____ of the Idaho State Board of Education, the Board of Trustees for Boise State University, and the agency that executed the foregoing instrument or the person who executed the instrument on behalf the Idaho State Board of Education, and acknowledged to me that such agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at _____

My Commission Expires _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

SUBJECT

Room and board housing rates for the 2009/2010 academic year

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Policy allows the Board to delegate the approval of these rates to the chief executive officer without a reporting requirement. Historically, the institutions have approved the rates and submitted them as an information item even though a review of past agendas and minutes has not confirmed a prior delegation by the Board.

IMPACT

The Board is asked to formally delegate the approval of the room and board housing rates to the chief executive officer.

ATTACHMENTS

Boise State University – 2009/2010 Room and Board Rates	Tab A
Idaho State University – 2009/2010 Room and Board Rates	Tab B
University of Idaho – 2009/2010 Room and Board Rates	Tab C
Lewis-Clark State College - 2009/2010 Room and Board Rates	Tab D

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

To ratify the Room and Board rates approved by each of the institution's presidents for Boise State University, Idaho State University, the University of Idaho, and Lewis-Clark State College as shown in the respective tabs, and to delegate to the institution presidents the authority to approve these rates. In the future, these reports will be submitted to the Office of the State Board of Education and made available to the Board on request.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

Institution/Agency Agenda

Boise State University

2009-10 Housing Room and Board Rates

Boise State University has approved the following room and board rates effective with Fall Semester, 2009-10

<u>Apartments</u>	2008-09	2009-10	%increase
University Heights			
1 bedroom 12 months	\$440	\$480	9.09%
1 bedroom 6-11 months	\$460	\$510	10.87%
1 bedroom less than 6 months	\$480	\$500	10.42%
2 bedroom 12 months	\$500	\$500	0%
2 bedroom 6-11 months	\$530	\$530	0%
2 bedroom less than 6 months	\$550	\$550	0%
University Manor			
1 bedroom 12 months	\$440	\$480	9.09%
1 bedroom 6-11 months	\$460	\$510	10.87%
1 bedroom less than 6 months	\$480	\$500	10.42%
2 bedroom 12 months	\$500	\$500	0%
2 bedroom 6-11 months	\$530	\$530	0%
2 bedroom less than 6 months	\$550	\$550	0%
University Park			
grad unit (per room/per month for 9 mos)	\$300	\$400	33.33%
grad unit (per room/per month for 12 mos)	\$325	\$430	32.31%
2 bedroom 12 months	\$480	\$530	10.42%
2 bedroom 6-11 months	\$500	\$560	12%
2 bedroom less than 6 months	\$530	\$580	9.43%
3 bedroom 12 months	\$630	\$680	7.94%
3 bedroom 6-11 months	\$650	\$710	9.23%
3 bedroom less than 6 months	\$680	\$735	7.35%
University Village			
2 bedroom 12 months	\$610	\$630	3.28%
2 bedroom 6-11 months	\$640	\$660	3.13%
2 bedroom less than 6 months	\$660	\$680	3.03%
University Square			
2 bedroom 12 months	\$720	\$720	0%
2 bedroom 6-11 months	\$750	\$750	0%
2 bedroom less than 6 months	\$770	\$770	0%

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

Boise State University - Meal Plans

Prices do not include Idaho State sales tax (currently 6%)

<u>Meal Plan Option</u>	2008-09		2009-10		<u>Increase</u>
	<u>Flex \$ Per</u>	<u>Price</u>	<u>Flex \$ Per</u>	<u>Price</u>	
	<u>Year</u>		<u>Year</u>		
1 – 19 meals per week	0	\$2,480	0	\$2,600	5%
2 – 450 Meals (225 per semester)	\$250	\$2,480	\$250	\$2,600	5%
3 – 384 Meals (192 Per semester)	\$350	\$2,480	\$350	\$2,600	5%
4 – 320 Meals (160 Per Semester)	\$650	\$2,480	\$650	\$2,600	5%

	2008-09	2009-10	Increase
Residence Halls/Suites			
Chaffee (A&B wings) and Barnes Towers			
Single Occupancy	\$2,941	\$3,154	7%
Double Occupancy	\$2,339	\$2,514	7%
Chaffee (D wing), Driscoll, Morrison Halls			
Single Occupancy	\$3,647	\$3,904	7%
Double Occupancy	\$2,900	\$3,114	7%
Keiser and Taylor Halls			
Single Occupancy	\$3,869	\$4,144	7%
Double Occupancy	\$3,076	\$3,304	7%
University Suites			
Single Occupancy (Standard Room)	\$4,148	\$4,444	7%
Single Occupancy (Efficiency Room)	\$3,775	\$4,044	7%
University Inn			
Single Occupancy	\$3,188	\$2,914	-9%
Double Occupancy	\$2,125	\$2,284	7%

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

Institution/Agency Agenda

Idaho State University

2009-10 Housing Room and Board Rates

Idaho State University has approved the following room and board rates effective with Fall Semester, 2009-10

	2008-2009	2009-2010	% Increase
Residence Hall Rates (Turner & Rendezvous)			
(rate is for academic year)			
Turner Hall Double	\$2,320	\$2,350	1.29%
Turner Hall Single	\$3,080	\$3,130	1.62%
Rendezvous Center	\$3,300	\$3,350	1.52%
Apartment Rates (monthly)			
University Courts (1 bedroom)	\$465	\$475	2.15%
University Courts (1 bedroom/double occ.)	\$250	\$275	10.0%
West Campus (1 bedroom)	\$490	\$495	1.02%
West Campus (2 bedroom/1 bath)	\$285	\$290	1.75%
West Campus (2 bedroom/2 bath)	\$305	\$310	1.64%
Bengal Studio/Single (w/o kitchen)	\$360	\$365	1.39%
Bengal Studio/Single (w/kitchen)	\$400	\$400	0.00%
Schubert Heights (double)	\$220	\$240	9.09%
Schubert Heights (single)	\$400	\$400	0.00%
Pulling Courts (1 bedroom)	\$465	\$475	2.15%
McIntosh Manor (1 bedroom)	\$465	\$475	2.15%
McIntosh Manor (2 bedroom)	\$550	\$560	1.82%
Ridgecrest (2 bedroom)	\$575	\$590	2.61%
Meal Plans FY2008-09 (rate is for academic year)			
1 – All meals (meals/week) + \$150 flex		\$2,950	
2 – 215 meals/semester + \$400 flex		\$2,700	
3 – 125 meals/week + \$750 flex		\$2,700	
4 – 185 meals/semester + \$300 flex		\$2,500	
5 – 100 meals/semester + \$650 flex		\$2,500	
6 – All meals (meals/week)		\$2,650	
Meal Plans FY2009-10 (rate is for academic year)			
Plan 1 – 195 meals/semester + \$350 flex		\$2,700	
Plan 2 – 115 meals/semester + \$650 flex		\$2,700	
Plan 3 – 175 meals/semester + \$250 flex		\$2,500	
Plan 4 – 90 meals/semester + \$575 flex		\$2,500	
Plan UPC – 50 meals/semester + \$350 flex		\$1,400	
(only for juniors and seniors)			

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

Institution/Agency Agenda

University of Idaho

2009-10 Housing Room and Board Rates

University of Idaho has approved the following room and board rates effective with Fall Semester, 2009-10

**2009-2010 Proposed
Residence Hall Room Rates**

Traditional Residence Hall Rates <i>(Wallace, Tower, Targhee, McConnell)</i> <i>Includes Thanksgiving and Spring Breaks</i>	Academic Year 2008-2009	Academic Year 2009-2010	Increase	Fall 2009	Spring 2010	Summer 2010
Double Room	\$3,698	\$3,902	5.5%	\$2,146	\$1,756	N/A
Single Room	\$5,095	\$5,375	5.5%	\$2,956	\$2,419	N/A
McConnell Single	\$5,189	\$5,474	5.5%	\$3,011	\$2,463	N/A
Living Learning Community Rates <i>Includes Thanksgiving, Winter, and Spring Breaks</i>	Academic Year 2008-2009	Academic Year 2009-2010	Increase	Fall 2009	Spring 2010	Summer 2010
Double Room	\$4,280	\$4,515	5.5%	\$2,483	\$2,032	\$1,285
Super Double Room	\$4,570	\$4,821	5.5%	\$2,652	\$2,169	\$1,770
Single Room	\$5,698	\$6,011	5.5%	\$3,306	\$2,705	\$1,589
Super Single Room	\$5,975	\$6,304	5.5%	\$3,467	\$2,837	\$2,076

- 12 month rates are available at academic year rate PLUS summer term rate. 12 month contracts will be required to relocate into the designated LLC summer-term housing at the beginning of summer term.

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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

University of Idaho - 2009 - 2010 Proposed Apartment Rates

*Less Than 12-Month Agreement Apartment Housing Rates	FY09 Rate Per Month	FY10 Rate Per Month	Actual Increase	Dollar Increase
Graduate Student Residence # B	\$ 549	\$ 549	0%	\$ 0
Graduate Student Residence #C	\$ 531	\$ 531	0%	\$ 0
South Hill Apartments: 1 Br.	\$ 559	\$ 569	2%	\$ 10
South Hill Apartments: 2 Br.	\$ 579	\$ 590	2%	\$ 11
South Hill Apartments: 3 Br.	\$ 659	\$ 671	2%	\$ 12
South Hill Vista: 2 Br.	\$ 629	\$ 641	2%	\$ 12
South Hill Vista: 3 Br.	\$ 714	\$ 727	2%	\$ 13
South Hill Vista: 4 Br.	\$ 769	\$ 783	2%	\$ 14
**Elmwood Apartments: 1 Br. Bsmt	\$ 595	\$ 606	2%	\$ 11
**Elmwood Apartments: 1 Br.	\$ 610	\$ 621	2%	\$ 11
**Elmwood Apartments: 2 Br.	\$ 769	\$ 783	2%	\$ 14
<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 Apartment Housing Rates	FY09 Rate Per Month	FY10 Rate Per Month	Actual Increase	Dollar Increase
Graduate Student Residence # B	\$ 499	\$ 499	0%	\$ 0
Graduate Student Residence #C	\$ 481	\$ 481	0%	\$ 0
South Hill Apartments: 1 Br.	\$ 509	\$ 519	2%	\$ 10
South Hill Apartments: 2 Br.	\$ 529	\$ 540	2%	\$ 11
South Hill Apartments: 3 Br.	\$ 609	\$ 621	2%	\$ 12
South Hill Vista: 2 Br.	\$ 579	\$ 591	2%	\$ 12
South Hill Vista: 3 Br.	\$ 664	\$ 677	2%	\$ 13
South Hill Vista: 4 Br.	\$ 719	\$ 733	2%	\$ 14
Elmwood Apartments: 1 Br. Bsmt	\$ 545	\$ 556	2%	\$ 11
Elmwood Apartments: 1 Br.	\$ 560	\$ 571	2%	\$ 11
Elmwood Apartments: 2 Br.	\$ 719	\$ 733	2%	\$ 14

24 Month Agreement Apartment Housing Rates	FY09 Rate Per Month	FY10 Rate Per Month	Actual Increase	Dollar Increase
Graduate Student Residence # B	\$ 439	\$ 479	9.11%	\$ 40
Graduate Student Residence #C	\$ 429	\$ 465	8.39%	\$ 36
South Hill Apartments: 1 Br.	\$ 419	\$ 469	11.93%	\$ 50
South Hill Apartments: 2 Br.	\$ 439	\$ 489	11.38%	\$ 50
South Hill Apartments: 3 Br.	\$ 519	\$ 570	9.82%	\$ 51
South Hill Vista: 2 Br.	\$ 489	\$ 540	10.43%	\$ 51
South Hill Vista: 3 Br.	\$ 574	\$ 625	8.88%	\$ 51
South Hill Vista: 4 Br.	\$ 629	\$ 681	8.27%	\$ 52
Elmwood Apartments: 1 Br. Bsmt	\$ 455	\$ 505	10.99%	\$ 50
Elmwood Apartments: 1 Br.	\$ 470	\$ 520	10.64%	\$ 50
Elmwood Apartments: 2 Br.	\$ 629	\$ 681	8.27%	\$ 52

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

University of Idaho - 2009-2010 Board Rates

DINING PLAN	FLEX DOLLARS/ SEMESTER	ADDITIONAL FEATURES/ SEMESTER	PRICE/ SEMESTER	WHO CAN BUY	COST PER MEAL
All Access	\$100	10 guest passes	\$1,662 + tax	Everyone	\$4.07*
WEEKLY PLANS					
19 meals/wk	\$100	8 guest passes	\$1,474 + tax	Everyone	\$4.52
14 meals/wk	\$300	6 guest passes	\$1,474 + tax	Everyone	\$5.24
10 meals/wk	\$500	4 guest passes	\$1,474 + tax	Everyone	\$6.09
5 meals/wk	\$500	2 guest passes	\$1,123+ tax	LLC Sophomores LLC Juniors LLC Seniors	\$7.79
<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 use your meal plan once per meal period).</p> <p>* The All Access Plan is based on one visit per meal period (breakfast, lunch, dinner & late night), but with this plan you have unlimited entries to Bob's Place, so the cost per meal may be less if you visit Bob's more than once per meal period.</p>					

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

Institution/Agency Agenda

Lewis-Clark State College

2009-10 Housing Room and Board Rates

Lewis-Clark State College has approved the following room and board rates effective with Fall Semester, 2009-10

	<u>2008-2009</u>	<u>2009-2010</u>	<u>Change</u>
Clark & Talkington Halls			
Room & Board/Double Occupancy:			
Room plus Meal Plan A	\$5,400	\$5,900	+ 9.26%
Room plus Meal Plan B	\$5,200	\$5,700	+ 9.62%
Room plus Meal Plan C	\$5,100	\$5,600	+ 9.80%
Room & Board/Single Occupancy:			
Room plus Meal Plan A	\$6,050	\$6,500	+ 7.44%
Room plus Meal Plan B	\$5,850	\$6,300	+ 7.69%
Room plus Meal Plan C	\$5,750	\$6,200	+ 7.83%
Parrish House (Room Only)			
Single Room	\$3,500	\$3,500	+ 0%
Single Room w/o bath	\$2,900	\$2,900	+ 0%
Double Room	\$2,900	\$2,900	+ 0%
Double or Triple w/o bath	\$2,500	\$2,500	+ 0%
Clearwater Hall			
Room plus Meal Plan A	\$ 0	\$7,000	
Room plus Meal Plan B	\$ 0	\$6,800	
Room plus Meal Plan C	\$ 0	\$6,700	
Room plus Meal Plan D	\$ 0	\$6,108	

Meal plan rates for 2009-2010 are still being negotiated with provider.

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STATE BOARD OF EDUCATION

SUBJECT

Lease by the State Board of Education (SBOE) to the Idaho School for the Deaf and the Blind (ISDB)/Idaho Bureau of Educational Services for the Deaf and the Blind (IBESDB) of certain premises on Idaho School for the Deaf and the Blind's (ISDB) main campus.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b

BACKGROUND/DISCUSSION

Section 33-3411 of HB 1074, passed by the 2009 legislature, provides that "[a]ll rights and title to property, real and personal, belonging to the state of Idaho and vested in the Idaho State Board of Education for use as a school for the deaf and blind shall remain with the Idaho State Board of Education." Pursuant to this legislation, in order for the new Idaho Bureau of Educational Services for the Deaf and the Blind (IBESDB) to operate on the current ISDB campus, it will need to lease the property from SBOE.

IMPACT

A lease of all campus property has been prepared for the board's review. The lease allows ISDB/IBESDB to utilize all of the campus property, including the ability to sublease portions of the property unused by IBESDB, subject to Board approval.

ATTACHMENTS

Attachment 1 – Proposed Lease Agreement

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

ISDB currently subleases to five (5) different entities. If the Board does not grant the ISDB/IBESDB the authority to sublease, it will be required to assume the responsibilities of property management. However, if the Board permits ISDB/IBESDB unlimited authority to sublease the property, it will forfeit its ability to control decisions made regarding the use of the property. In an effort to achieve the best balance of these options for the Board, the proposed lease allows ISDB/IBESDB the authority to continue to manage all current leases, and to continue to sublease, but requires Board approval for any new subleases or changes to existing leases. In the event the Board declines to lease the property to IBESDB, that entity would be forced to locate alternative space to lease for its operations, likely at a significant cost.

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

BOARD ACTION

A motion to approve the lease agreement, as submitted, with ISDB/Idaho Bureau of Educational Services for the Deaf and the Blind, and to authorize the Executive Director of the State Board of Education to approve the final agreement in substantial conformance to that submitted, before execution, subject to review by the Board's legal counsel.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEASE

**Article I
Definitions**

As used in this Lease, the following terms have the following meanings:

- 1.1 *Lessor*: Idaho State Board of Education (SBOE).
- 1.2 *Lessee*: Idaho School for the Deaf and the Blind/Idaho Bureau of Educational Services for the Deaf and the Blind (IBESDB).
- 1.3 *Premises*: The real property and improvements thereon together with all easements, rights, privileges and appurtenances relating thereto as described in section 2.1 leased to Lessee by Lessor pursuant to this Lease.
- 1.4 *School Year*: July 1 through June 30.
- 1.5 *Commencement Date*: July 1, 2009.
- 1.6 *Improvements*: The rooms, appurtenances and other improvements including, without limitation, all building machinery, equipment, floor coverings, heating, plumbing and air conditioning equipment, and any built-in appliances which may now or hereafter during the term of the Lease be erected or located on the Premises; provided, however, that the term "Improvements" shall specifically exclude non-fixture personal property.
- 1.7 *Legal Requirements*: All laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits or licenses which now or at any time hereafter may be materially applicable to the Premises or any part thereof, or to any adjoining sidewalks, streets or walkways or to any material use or condition of the Premises or any part thereof.
- 1.8 *Trade Fixtures*: Personal property placed in or annexed to the Premises by Lessee, the removal of which will not cause irreparable damage to the Premises, to be used by Lessee in the conduct of its business and includes, but is not limited to, desks and shelves.

**Article II
Demised Premises**

2.1 *Lessor's demise*. Upon the terms and conditions hereinafter set forth, and in consideration of the payment of the rents and the prompt performance by the Lessee of the covenants and agreements to be kept and performed by the Lessee, the Lessor does lease, let, and demise to the Lessee and the Lessee hereby leases from the Lessor, the following described land and improvements thereon:

Acreage tracts number one (1) and number (6) of south Gooding acreage, containing twenty (20) acres, more or less, in Gooding, Idaho, as more particularly described in Warranty Deed No. 14414, a copy of which is attached

hereto.

2.2 *Lessor reservations.* The Lessor expressly reserves the following additional rights:

2.2.1 Easements and rights-of-way, fee title to the Premises, and title to all Improvements placed thereon by the Lessor;

2.2.2 To grant easements upon or over the leased Premises, providing said easements do not infringe on Lessee's use of the Premises;

2.2.3 To require that changes be made for the protection of public health or safety or to preserve the Premises; and

2.2.4 To inspect the premises at any time without prior notice to Lessee.

2.2.5 If the exercise by Lessor of the above described reserved rights shall infringe on Lessee's use of the Premises, Lessee shall be entitled to immediately terminate this lease. In no event shall Lessee be liable for any expense and/or cost associated with Lessor's exercise of such reserved rights.

2.3 *Covenants running with land; binding effect.* All covenants, conditions, and obligations contained herein or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of the Lessor and Lessee and their respective heirs, legal representatives, successors, and assigns, except as otherwise provided herein.

2.4 *Condition of Premises.* Lessee accepts the Premises as is, with any and all defects as of the Commencement Date.

2.5 *Landlord-tenant relationship only.* Nothing in this Lease Agreement is intended to nor shall be deemed to create a relationship between the parties other than that of Landlord and Tenant.

Article III Term

3.1 *Initial Term.* To have and to hold the Premises through June 30, 2012, unless terminated sooner as provided herein.

3.2 *Renewal.* This lease is renewable.

Article IV
Rent

4.1 *Annual Rents.* The Base Monthly Rent shall be one dollar (\$1.00) per year.

4.2 *Due Date.* Rent shall be paid by Lessee to Lessor on an annual basis.

Article V
Liens

5.1 *No lien.* The Lessee shall not subject the Lessor's interest in the premises to any mechanics or material liens or other lien of any kind, except to the extent that the creation of such lien or liens is specifically authorized by a provision in this Lease.

5.2 *Release of lien.* The Lessee shall not allow a lien or claim of any kind to be filed or claimed against the Lessor's interest in the Premises during the continuance of this Lease. If such lien is claimed or filed, the Lessee shall cause the Premises to be released from the claim within thirty (30) days after the Lessor is given written notice that a claim has been filed, or within thirty (30) days after the Lessor is given written notice of the claim and transmits written notice of its receipt to the Lessee, whichever thirty (30) day period expires earlier. The Lessee shall cause such release either by paying to the court the amount necessary to relieve and release the Premises from the claim, or in any other manner which, as a matter of law, will result, within the thirty (30) day period, in releasing the Lessor and its title from the claim.

Article VI
Insurance

6.1 *Lessee's insurance.* Lessee shall obtain property insurance and liability insurance in amounts to be determined.

6.2 *Lessee's insurance policy requirements.*

6.2.1 *Evidence of insurance.* All insurance required under this Article shall be with companies licensed and admitted in Idaho and approved for this Lease by Lessor. Lessor's general requirements for such approval include a Best's rating of A- or better. Prior to taking occupancy or commencing construction and at least annually thereafter, Lessee shall furnish Lessor with a certificate of insurance executed by a duly authorized representative of each insurer, and a copy of any applicable policy or policy endorsement showing compliance with the insurance requirements set forth above. All policies required under this Article shall be written as primary policies and not contributing to nor in excess of any coverage Lessor may choose to maintain.

6.2.1(i) All certificates shall provide for 30 days' written notice to Lessor prior to cancellation or material change of any insurance referred to therein.

6.2.1(ii) The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be

deleted from the certificate form's cancellation provision.

6.2.1(iii) Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance.

6.2.1(iv) Failure to maintain the required insurance may result in termination of this Lease at Lessor's option.

6.2.1(v) If Lessee fails to maintain the insurance as set forth herein, Lessor shall have the right but not the obligation to purchase said insurance at Lessee's expense.

6.2.1(vi) Lessee shall provide certified copies of all insurance policies required above within 10 days of Lessor's written request for said copies.

6.2.2 *No representation of coverage adequacy.* By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability under the indemnities granted to Lessor in this Lease.

6.2.3 *Payment of premiums.* The Lessee shall pay premiums for all of the insurance policies it is required to carry under the terms of this Lease. The Lessee shall cause renewals of expiring policies to be written and the policies or copies thereof, as required by the Lease, to be delivered to the Lessor at least 10 days before the policies' expiration dates.

6.3 *Waiver of subrogation.* Lessor shall not be liable for any damage by fire or other peril, or for loss by Lessee or claims against Lessee to the extent any such damage, loss of claim are includable in the coverage afforded by the Lessee's insurance maintained pursuant to this Lease agreement (whether or not such coverage is in effect), no matter how caused, it being understood that Lessee will look solely to its insurer for reimbursement, provided that this provision shall not be deemed to be a limitation on Lessor's indemnification under VIII below.

Article VII Indemnification

7.1 *Indemnification by Lessee.* Lessee agrees to indemnify and save Lessor harmless from and against any and all claims and demands (except for Lessor's proportionate share of any such claim which arises out of the negligence or intentional acts of Lessor or Lessor's agents, contractors, servants or employees) for, or in connection with, any accident, injury, or damage whatsoever caused to any person or property arising, directly or indirectly, out of the activities conducted in or the use and/or occupancy of the Premises or occurring in, on or about the Premises or any part thereof, or arising directly or indirectly, from any negligent or intentional act of Lessee or its licensees, servants, agents, employees or contractors, and from and against any and all cost, including reasonable attorney's fees, expenses and liabilities incurred in connection with any such claims and/or proceedings brought thereon.

7.2 *Survival of Lessee's indemnification.* The indemnity granted by Lessee pursuant to this Article VII shall survive termination of the Lease and shall continue for all such claims arising during the Term of this Lease or during any holdover period during which Lessee remains in possession, whether such claim is brought before or after termination of the Lease.

Article VIII Assignment

This Lease shall not be assigned without prior written consent of Lessor. Any subleases of the premises in existence at the time of the execution of this lease shall be honored pursuant to their terms. Any changes to existing subleases, termination of subleases, or execution of new subleases will require the express consent of Lessor.

Article IX Condemnation and Destruction of Premises

9.1 *Eminent domain; cancellation.* If, at any time during the continuance of this Lease, all or any portion of the Premises is taken, appropriated or condemned by reason of eminent domain, the Lessor shall receive the proceeds and awards in the condemnation proceedings, abate the rent, and make other adjustments in a just and equitable manner under the circumstances. If the parties cannot agree on abatement of rent, or other adjustments within thirty (30) days after the award has been made, the disputed matters shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter for its decision and determination.

9.2 *Repair and replacement of Improvements.*

9.2.1 In the event of damage or destruction to Improvements on the Premises, Lessee will be responsible for any repairs or replacements necessary to continue its operation and use of the premises.

9.2.2 Lessee hereby expressly waives and releases any and all claims against Lessor for damages or destruction of the premises.

9.2.3 In the event a Building and other Improvements is destroyed and is not repaired, restored or replaced, for any reason, all proceeds of the fire and extended coverage insurance applicable to the Improvements shall be paid and given to Lessor. Lessee agrees to execute and deliver any release or other document Lessor may request to obtain the release and/or control of said proceeds. Lessee shall be entitled to any proceeds received by Lessee from any loss of business coverage carried by Lessee.

Article X
Construction and Alterations

10.1 *Alterations by Lessee.* Lessee may make any additions, alterations and changes (“Alterations”) in or to the Premises or to any Improvements thereon at its discretion.

10.2 *Alterations by Lessor.* Lessor shall have the right to make, at its sole expense, alterations in or to the Premises and Improvements. If such alterations will interfere with Lessee’s Quiet Enjoyment of the Premises, Lessor shall first obtain the consent of Lessee before commencing such alterations, which consent shall not be unreasonably withheld.

Article XI
Title to Improvements, Use and Required Maintenance

11.1 *Title to Improvements.* Upon expiration or termination of this Lease all Improvements constructed by Lessee shall revert by operation of law to the ownership of Lessor.

11.2 *Maintenance of grounds and Improvements.* The Premises, including the grounds and all Improvements, shall be maintained exclusively by Lessee during the term of this Lease. Without limiting the generality of the foregoing, maintenance of grounds and Improvements shall include the following:

11.2.1 *Trash Removal.* Lessee shall be responsible for all trash and garbage removal.

11.2.2 *Utilities.* Lessee shall be liable for any and all utility expense including, but not limited to, electric power service, natural gas, water and sewer.

11.2.3 *Maintenance of the Heating and Air Conditioning Equipment.* Lessee shall be responsible for heat and air conditioning services to the Premises, as well as routine maintenance of the heating and air-conditioning equipment.

11.3 *Repairs.* Lessee shall not disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures and furniture. Lessee shall be responsible for all repairs to the premises and all repairs to Lessee’s furniture, fixtures and equipment. Lessor shall have no obligation to reimburse Lessee for any such repairs.

Article XII
Additional Covenants of Lessee

14.1 *Legal use.* Lessee shall, at its own cost and expense, promptly comply with, or cause to be complied with, all Legal Requirements which may be applicable to Lessee, the Premises or the use of or manner of use of the Premises.

14.2 *Waste and nuisance prohibited.* Lessee shall comply during the term of this Lease with all applicable Legal Requirements affecting the Premises the breach of which might result in any penalty assessed on Lessor or forfeiture of Lessor's title to the Premises. Lessee shall not commit, or suffer to be committed, any waste or nuisance on the Premises.

14.3 *Smoking Prohibited.* Lessee, its employees, agents, representatives and guests shall comply with Idaho Executive Order No. 92-2, which prohibits smoking in any building on the premises. Smoking is not permitted in or on any of the premises.

14.6 *Termination.* Upon termination of this Lease, the Lessee shall peaceably and quietly deliver to the Lessor possession of the Premises together with all fixtures and improvements. Lessee shall be entitled to remove all Trade Fixtures, furnishings and any and all other personal property belonging to Lessee.

Article XIII
Quiet Enjoyment

So long as the Lessee keeps and performs all of its covenants and conditions under this Lease, it shall have quiet, undisturbed, and continued possession of the Premises, free from all claims against the Lessor and all persons claiming under, by, or through the Lessor.

Article XIV
Right of Entry

The Lessor and its agents may enter upon the Premises without notice to Lessee to examine its condition and use.

Article XV
Miscellaneous

17.1 *Lessor's officials, agents, and employees not personally liable.* In no event shall any official, officer, employee or agent of Lessor, or of the State of Idaho, be in any way liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation or warranty made herein or in any way connected with this Lease. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of Lessor shall have any personal liability or responsibility hereunder, and the sole responsibility and liability for the performance of this Lease and all of the provisions and covenants herein contained pertaining to the Lessor shall rest in and be vested with the State of Idaho.

17.2 *Non-waiver.* No waiver of a breach of any covenant in this Lease shall be construed to be a waiver of any succeeding breach of the same covenant. No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

17.3 *Limited consent.* Any consent by Lessor herein contained or hereafter given pursuant to this Lease shall be held to apply only to the specific transaction hereby or thereby approved. Such consent shall not be construed as a waiver of the duty of Lessee, or its successors or assigns, to obtain from Lessor a consent to any other or matter requiring consent pursuant to this Lease or as a modification or limitation of the right of Lessor with respect to the foregoing covenant by Lessee.

17.4 *Impossibility.* In the event that any construction of law, ordinance, regulation, zoning change or other governmental or administrative rule or restriction exist or hereafter be enacted that would make it impossible for Lessee to carry out the purposes of this Lease, Lessee shall notify the Lessor in writing of Lessee's intent to terminate this Lease and all obligations hereunder to pay rent or to perform any of the covenants or conditions of this Lease shall cease. In the event of the reasons, occurrences or causes set forth above in this paragraph which prevent Lessor from carrying out the purposes of this Lease, Lessor shall notify Lessee in writing of Lessor's intent to terminate this Lease and all obligations hereunder shall cease.

17.5 *Written modifications.* No modification, release, discharge, change or waiver of any provision hereof shall be of any force, effect, or value unless signed in writing by Lessor and Lessee, or their duly authorized agent or attorney.

17.6 *Entire agreement.* This instrument contains the entire agreement between parties. The execution hereof has not been induced by either party by representations, promises, or understandings not expressed herein. There are no collateral agreements, stipulations, promises, or undertakings whatsoever upon the respective parties in any way touching the subject matter of this instrument which are not expressly contained in it.

17.7 *Mutual cooperation.* The parties hereto agree to do those things, including execution any other documents, reasonably required to fully perform the intentions of this agreement.

17.8 *Binding effect.* This Lease shall be binding upon and shall inure to the benefit of the agents, representatives, successors and assigns of the parties.

17.9 *Termination.* This lease may be terminated by either party upon thirty (30) days written notice to the other party. With the consent of both parties, this agreement may be terminated without thirty (30) days notice.

17.10 *Severability.* In the event any provision of this Lease shall be held invalid or unenforceable according to law, the validity, legality or enforceability of the remaining provisions and the application thereof shall not in any way be affected or impaired.

17.11 *Counterparts.* This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17.12 *Headings.* Headings in this Lease are for convenience and reference only and shall not be used to interpret or construe its provisions.

17.13 *Attorney fees.* In the event of any legal proceeding of any kind instituted under this Lease or to obtain performance of any kind under this Lease, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorney's fees and costs and disbursements incurred in such proceeding.

17.14 *Governing law.* All of the rights and remedies of the parties shall be governed by the provisions of this instrument and by the laws of the State of Idaho. Any action brought to enforce this Lease can only be brought in Idaho State Court in Ada County, Idaho.

LESSOR

IDAHO STATE BOARD OF EDUCATION

By: _____
Mary L. Dunne, Superintendant

Date _____

LESSEE

IDAHO SCHOOL FOR THE DEAF AND THE BLIND
IDAHO BUREAU OF EDUCATIONAL SERVICES FOR THE DEAF AND THE BLIND

By: _____

Date

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**

TAB	DESCRIPTION	ACTION
1	SUPERINTENDENT'S UPDATE	Information Item
2	TEMPORARY AND PROPOSED RULE – IDAPA 08.02.02.004, RULES GOVERNING UNIFORMITY, INCORPORATED BY REFERENCE AND 08.02.02.230, RULES GOVERNING UNIFORMITY, DRIVER EDUCATION	Motion to Approve
3	TEMPORARY RULE – IDAPA 08.02.03.004, RULES GOVERNING THOROUGHNESS, INCORPORATED BY REFERENCE	Motion to Approve
4	PROPOSED RULE – IDAPA 08.02.03.170, RULES GOVERNING THOROUGHNESS, MIDDLE LEVEL CREDIT REQUIREMENTS	Motion to Approve
5	CREATION OF A STATE BOARD SUBCOMMITTEE TO REVIEW RESTRUCTURING PLANS	Motion to Approve
6	IDAHO STATE ACCREDITATION REPORT	Motion to Approve
7	APPOINTMENTS TO THE PROFESSIONAL STANDARDS COMMISSION	Motion to Approve
8	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR GARDEN VALLEY SCHOOL DISTRICT	Motion to Approve
9	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR KELLOGG SCHOOL DISTRICT	Motion to Approve
10	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR LAPWAI SCHOOL DISTRICT	Motion to Approve
11	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR MOSCOW SCHOOL DISTRICT	Motion to Approve

**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**

12	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR OROFINO SCHOOL DISTRICT	Motion to Approve
13	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR PLUMMER/WORLEY SCHOOL DISTRICT	Motion to Approve
14	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR WALLACE SCHOOL DISTRICT	Motion to Approve
15	REQUESTS TO TRANSPORT STUDENTS LESS THAN ONE AND ONE-HALF MILES/SAFETY BUSING	Motion to Approve
16	ADJUSTED TRUSTEE ZONES FOR ARBON ELEMENTARY SCHOOL DISTRICT	Motion to Approve

**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**

SUBJECT

Superintendent of Public Instruction Update to the State Board of Education

BACKGROUND/DISCUSSION

Superintendent of Public Instruction, Tom Luna, will provide an update on the State Department of Education.

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 18-19, 2009

SUBJECT

Temporary and Proposed rule change to IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference and IDAPA 08.02.02.230, Rules Governing Uniformity, Driver Education

REFERENCE

August 13, 2004 Idaho Standards for Public School Driver Education
and Training last revised by State Board of Education

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1701 - 1708 Idaho Code
Sections 33-1254 and 33-1258, Idaho Code
Idaho Administrative code, IDAPA 08.02.02 – Section 004, Incorporation by
Reference

BACKGROUND/DISCUSSION

This rule change incorporates two changes to IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference and a change to IDAPA 08.02.02.230, Rules Governing Uniformity, Driver Education. The first is a change to add an Online Teacher Endorsement to The Idaho Standards for the Initial Certification of Professional School Personnel. This rule change was reviewed and approved by the Board on April 16, 2009, but was vacated and is being proposed again with the Idaho Operating Procedures for Public Driver Education Programs, because rule changes to the same section of rule must be proposed together when in the same rulemaking year.

Past trends indicate, and current forecasts project, continued growth in online virtual schools and programs aimed at K-12 learners (Hassel & Terrell, 2004; Long, 2004; O’Gorman, 2005; Southern Regional Education Board [SREB], 2007). Forty-four states currently offer either state supplemental programs, full-time online programs or both. Increases in enrollments of 50%, from fall 2007 to fall 2008, have been reported by one-third of supplemental programs (Watson, Gemin & Ryan, 2008). Idaho K-12 student enrollments in distance learning courses and programs continue to increase exponentially. In fall 2008, over 10,000 Idaho kids were enrolled in online learning courses for either a portion or all of their school day. This spring, that number rose to 15,000 students. Forces fueling the growing enrollments include funding shortages, outdated facilities (Clark, 2001; Fulton, 2002), and policy initiatives supportive of expanded opportunities for alternative routes to education (Hassell & Terrell, 2004; U. S. Department of Education, 2004; Web-Based Education Commission, 2000).

The unprecedented demand for online teachers prompted by this growth make us question: Who are those teachers and how are they learning to teach online? And perhaps more importantly, how does one successfully teach online? Many virtual schools have responded to this emerging need by training their own teachers. While this model can be useful for contextualized training to a specific

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environment, it also poses a resource burden on schools not prepared to train both teachers and children. It also creates issues with accountability and consistency in training. Historically, initial teacher training has been the realm of higher education. However, without standards for online teachers, teacher education programs are left having to develop their own guidelines and competencies to map to their coursework, resulting in inconsistencies in the quality of training provided to teachers.

Recently, the North American Council for Online Learning (NACOL) released *National Standards for Quality Online Teaching* (2008). Other state and professional organizations have also released reports or guidelines on standards for online teachers (National Education Association [NEA], 2006; SREB, 2006). These standards provide universities and other entities involved in the professional preparation of teachers a guideline for developing new courses and programs to meet this emerging need. In fall 2008, the Professional Standards Commission created a committee of stakeholders from universities and K12 virtual schools to review and synthesize these standards for adoption in Idaho.

The second change to IDAPA 08.02.02.004 and third change to IDAPA 08.02.02.230 both deal with the previously referenced Idaho Operating Procedures for Public Driver Education Programs. The Idaho State Department of Education oversees Idaho Public Driver Education and Training programs. This change will better align the operating procedures with national standards for Driver Education and Training programs, specify requirements that have been unclear before, and add a few new requirements that improve the service offered to Idaho teens. Examples of improvements include: clarifying reasons students may be dropped from a course, the duration of a course, hours per day students may be in class and in a car, requiring parent-teacher contact, reducing paperwork for teachers, disallowing reimbursement to private driving schools that contract with a public school, and disallowing multiple D.U.I. offenders and felony offenders against children from becoming Driver Education and Training instructors.

This rule is being presented for approval as a temporary and proposed rule due to the passage of S1133 Driving Businesses Licensure Board, which becomes effective July 1, 2009. This bill separates private driver education from public driver education and moves private instructors and schools to the Department of Occupational Licensing. IDAPA 08.02.02.004 and 08.02.02.230 are incompatible with this change; therefore, the Idaho Operating Procedures for Public Driver Education Programs must be updated before July 1, 2009.

IMPACT

There will be no financial impact as a result of these changes.

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ATTACHMENTS

Attachment 1 – Idaho Administrative code, IDAPA 08.02.02 – Section 004,
Incorporation by Reference and Section 230, Driver Education Page 5
Attachment 2- Idaho Teacher Standards for Online Endorsement Page 7
Attachment 3 – List of Online Endorsement Teacher Standards Committee
Members Page 15
Attachment 4 - Proposed Operating Procedures of Idaho Public Driver Education
and Training Programs Page 17

BOARD ACTION

A motion to approve the Idaho Operating Procedures for Public Driver Education Programs.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the temporary and proposed rule change to IDAPA 08.02.02.004 and 08.02.02.230, Rules Governing Uniformity.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**IDAHO ADMINISTRATIVE CODE
IDAPA 08.02.02
State Board of Education**

Rules Governing Uniformity

004. INCORPORATION BY REFERENCE.

The State Board of Education adopts and incorporates by reference into its rules: (SD 0803)

01. Incorporated Document. The Idaho Standards for the Initial Certification of Professional School Personnel as approved ~~in August 2008~~ on June 18, 2009. (~~SD 0803~~)()T

02. Document Availability. ~~The Standards are available at the~~ Copies of this document can be found on the Office of the State Board of Education website, 650 W. State St., PO Box 83720, Boise, Idaho 83720-0037, and can also be accessed electronically at ~~http://www.idahoboardofed.org~~ <http://www.boardofed.idaho.gov>. (~~3-16-04~~)()T

03. Incorporated Document. The Standards for Idaho School Buses and Operations as approved on November 7, 2008. (SD 0803)

04. Document Availability. The Standards for Idaho School Buses and Operations are available at the Idaho State Department of Education, 650 W. State St., Boise Idaho, 83702 and can also be accessed electronically at <http://www.sde.idaho.gov>. (SD 0803)

05. Incorporated Document. The Idaho ~~Standards~~ Operating Procedures for Public School-Driver Education and Training Programs as approved ~~on August 13, 2004~~ on June 18, 2009. (~~4-6-05~~)()T

06. Document Availability. The Idaho ~~Standards~~ Operating Procedures for Public School-Driver Education and Training Programs are available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702 and can also be accessed electronically at <http://www.sde.idaho.gov>. (~~5-3-03~~)()T

07. Incorporated Document. The Idaho Standards for Commercial Driving Schools as approved on March 10, 2005. (4-11-06)

08. Document Availability. The Idaho Standards for Commercial Driving Schools is available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (3-14-05)

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Standard #3: Modifying Instruction for Individual Needs - The online teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to learners with diverse needs..... 10

Standard #4: Multiple Instructional Strategies - The online teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills..... 10

Standard #5: Classroom Motivation and Management Skills - The online teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation... 11

Standard #6: Communication Skills, Networking, and Community Building - The online teacher uses a variety of communication techniques including verbal, nonverbal, and media to foster inquiry, collaboration, and supportive interaction in and beyond the classroom..... 12

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Standard #9: Professional Commitment and Responsibility - The online teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of online teaching. 13

Standard #10: Partnerships - The online teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well being..... 14

Idaho Standards for Online Teachers

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (08.02.02: Rules Governing Uniformity).

The following knowledge, disposition, and performance statements for the K-12 Online Teacher Standards are widely recognized, but not all-encompassing or absolute indicators that teacher candidates have met the standards. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

The characteristics of online instruction can be vastly different from teaching in traditional face-to-face environments. Online schools and programs serving K-12 students should be structured to support the unique needs of students and teachers in online environments. The Online Teacher Standards are aligned to the Idaho Core Teacher Standards.

Standard #1: Knowledge of Online Education - The online teacher understands the central concepts, tools of inquiry, and structures in online instruction and creates learning experiences that take advantage of the transformative potential in online learning environments.

Knowledge

1. The online teacher understands the current standards for best practices in online teaching and learning.
2. The online teacher understands the role of online teaching in preparing students for the global community of the future.
3. The online teacher understands concepts, assumptions, debates, processes of inquiry, and ways of knowing that are central to the field of online teaching and learning.
4. The online teacher understands the relationship between online education and other subject areas and real life situations.
5. The online teacher understands the relationship between online teaching and advancing technologies.
6. The online teacher understands appropriate uses of technologies to promote student learning and engagement with the content.

7. The online teacher understands the instructional delivery continuum. (e.g., fully online to blended to face-to-face).

Disposition

1. The online teacher realizes that online education is not a fixed body of knowledge but is complex and ever evolving.
2. The online teacher has enthusiasm for online education and the potential to positively impact student learning.

Performance

1. The online teacher utilizes current standards for best practices in online teaching to identify appropriate instructional processes and strategies.
2. The online teacher demonstrates application of communication technologies for teaching and learning (e.g., Learning Management System [LMS], Content Management System [CMS], email, discussion, desktop video conferencing, and instant messaging tools).
3. The online teacher demonstrates application of emerging technologies for teaching and learning (e.g., blogs, wikis, content creation tools, mobile technologies, virtual worlds).
4. The online teacher demonstrates application of advanced troubleshooting skills (e.g., digital asset management, firewalls, web-based applications).
5. The online teacher demonstrates the use of design methods and standards in course/document creation and delivery.
6. The online teacher demonstrates knowledge of access, equity (digital divide) and safety concerns in online environments.

Standard #2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Performance

1. The online teacher understands the continuum of fully online to blended learning environments and creates unique opportunities and challenges for the learner (e.g., Synchronous and Asynchronous, Individual and Group Learning, Digital Communities).
2. The online teacher uses communication technologies to alter learning strategies and skills (e.g., Media Literacy, visual literacy).

3. The online teacher demonstrates knowledge of motivational theories and how they are applied to online learning environments.
4. The online teacher constructs learning experiences that take into account students' physical, social, emotional, moral, and cognitive development to influence learning and instructional decisions. {Physical (e.g., Repetitive Use Injuries, Back and Neck Strain); Sensory Development (e.g. Hearing, Vision, Computer Vision Syndrome, Ocular Lock); Conceptions of social space (e.g. Identity Formation, Community Formation, Autonomy); Emotional (e.g. Isolation, cyber-bullying); Moral (i.e Enigmatic communities, Disinhibition effect, Cognitive, Creativity)}.

Standard #3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to learners with diverse needs.

Disposition

1. The online teacher is familiar with legal mandates stipulated by the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act (IDEA), the Assistive Technology Act and Section 508 requirements for accessibility.

Performance

1. The online teacher knows how adaptive/assistive technologies are used to help people who have disabilities gain access to information that might otherwise be inaccessible.
2. The online teacher modifies, customizes and/or personalizes activities to address diverse learning styles, working strategies and abilities (e.g., provide multiple paths to learning objectives, differentiate instruction, strategies for non-native English speakers).
3. The online teacher coordinates learning experiences with adult professionals (e.g., parents, local school contacts, mentors).

Standard #4: Multiple Instructional Strategies - The online teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.

Knowledge

1. The online teacher understands the techniques and applications of various online instructional strategies (e.g., discussion, student-directed learning, collaborative learning,

lecture, project-based learning, forum, small group work).

2. The online teacher understands appropriate uses of learning and/or content management systems for student learning.

Disposition

1. The online teacher promotes student autonomy, independence and responsibility for lesson mastery.
2. The online teacher promotes, supports, and models creative and innovative thinking, and inventiveness.
3. The online teacher promotes student reflection using collaborative tools to reveal and clarify students' conceptual understanding and thinking, planning, and creative processes.

Performance

1. The online teacher evaluates methods for achieving learning goals and chooses various teaching strategies, materials, and technologies to meet instructional purposes and student needs. (e.g., online teacher-gathered data and student offered feedback).
2. The online teacher uses student-centered instructional strategies to engage students in learning. (e.g., Peer-based learning, peer coaching, authentic learning experiences, inquiry-based activities, structured but flexible learning environment, collaborative learning, discussion groups, self-directed learning, case studies, small group work, collaborative learning, and guided design)
3. The online teacher uses a variety of instructional tools and resources to enhance learning (e.g., LMS/CMS, computer directed and computer assisted software, digital age media).

Standard #5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Performance

1. The online teacher establishes a positive and safe climate in the classroom and participates in maintaining a healthy environment in the school or program as a whole (e.g., digital etiquette, Internet safety, Acceptable Use Policy [AUP]).
2. The online teacher performs management tasks (e.g., tracks student enrollments, communication logs, attendance records, etc.).
3. The online teacher uses effective time management strategies (e.g., timely and consistent feedback, provides course materials in a timely manner, use online tool functionality to improve instructional efficiency).

Standard #6: Communication Skills, Networking, and Community Building - The online teacher uses a variety of communication techniques including verbal, nonverbal, and media to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.

Disposition

1. The online teacher recognizes the importance of verbal (synchronous) as well as nonverbal (asynchronous) communication.

Performance

1. The online teacher is a thoughtful and responsive communicator.
2. The online teacher models effective communication strategies in conveying ideas and information and in asking questions to stimulate discussion and promote higher-order thinking (e.g., discussion board facilitation, personal communications, and web conferencing).
3. The online teacher demonstrates the ability to communicate effectively using a variety of mediums.
4. The online teacher adjusts communication in response to cultural differences (e.g., wait time and authority).

Standard #7: Instructional Planning Skills - The online teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.

Performance

1. The online teacher clearly communicates to students stated and measurable objectives, course goals, grading criteria, course organization and expectations.

2. The online teacher maintains accuracy and currency of course content, incorporates internet resources into course content, and extends lesson activities.
3. The online teacher designs and develops subject-specific online content.
4. The online teacher uses multiple forms of media to design course content.
5. The online teacher designs course content to facilitate interaction and discussion.
6. The online teacher designs course content that complies with intellectual property rights and fair use standards.

Standard #8: Assessment of Student Learning - The online teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Performance

1. The online teacher selects, constructs, and uses a variety of formal and informal assessment techniques (e.g., observation, portfolios of student work, online teacher-made tests, performance tasks, projects, student self-assessment, peer assessment, standardized tests, tests written in primary language, and authentic assessments) to enhance knowledge of individual students, evaluate student performance and progress, and modify teaching and learning strategies.
2. The online teacher enlists multiple strategies for ensuring security of online student assessments and assessment data.

Standard #9: Professional Commitment and Responsibility - The online teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of online teaching.

Knowledge

1. The online teacher understands the need for professional activity and collaboration beyond school (e.g. professional learning communities).
2. The online teacher knows how educational standards and curriculum align with 21st century skills.

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Disposition

1. The online teacher recognizes his/her professional responsibility to contribute to the effectiveness, vitality, and self-renewal of the teaching profession as well as to his/her online school and community.

Performance

1. The online teacher adheres to local, state, and federal laws and policies (e.g., FERPA, AUP's).
2. The online teacher has participated in an online course and applies experiences as an online student to develop and implement successful strategies for online teaching environments.
3. The online teacher demonstrates alignment of educational standards and curriculum with 21st century technology skills.

Standard #10: Partnerships - The online teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well being.

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Online Teacher Endorsement Committee 2008-09

Christine Bauer
Diane Boothe
Marcy Copeland
Marsha Davis
Lisa Dawley
Paul Gathercoal
Donna Hutchison
Mary Jones
Misty Knuchell
Christina Linder
Dave Massaro
Allison McClintock
Katie Rhodenbaugh
Kerry Rice
Christi Rood
Chris Wilson

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OPERATING PROCEDURES FOR IDAHO PUBLIC DRIVER EDUCATION PROGRAMS



DRAFT



Published by the Idaho State Department of Education
P. O. Box 83720 Boise, ID 83720-0027

Tom Luna
State Superintendent of Public Instruction

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IDAPA 08.02.02.004
DRIVER EDUCATION

All Driver Education courses offered in Idaho's public schools must be conducted in compliance with all of the requirements in this document, ~~the Idaho Standards for Public School Driver Education and Training approved on November 12, 2004.~~

**1.0 STUDENT REQUIREMENTS APPROVED TEEN
DRIVER EDUCATION AND TRAINING PROGRAM
STANDARDS**

1.1 Enrolled Students

~~1.1.1 A teen driver. An individual between the ages of 14 ½ and 17 21 may enroll in an Idaho public driver education and training program, to be eligible for a license at age 15. The following standards are for the "Approved Teen Driver Education and Training Program."~~

~~1.1.2 Students under the age of 18 must provide a Verification of Compliance Form from their school to prove that they are currently enrolled in school.~~

~~1.1.2.1 Home-schooled students may check the appropriate box on the Verification of Compliance form.~~

~~1.1.3 An Idaho driver training permit. The driver training (DT) permit shall must be purchased before the student participates in any instruction.~~

~~1.1.4 A student is considered "enrolled" when the student attends the first day of a scheduled class, and continues until course completion.~~

1.2 Transfer Students From Out Of State

~~1.2.1 Students completing driver education in another state must have met or exceeded meet Idaho's Approved Teen Driver Education and Training Program standards Idaho's minimum requirements of thirty (30) classroom hours, six (6) behind-the-wheel hours of 30 classroom clock hours, 6 hours behind the wheel clock hours, and six (6) observation hours to qualify for or to complete the six (6) month supervised instruction period in Idaho, driver training completion in Idaho. The documentation must be on an official school form, signed by the instructor or administrator. Students not meeting this standard must complete an Idaho Approved Teen Driver Education and Training Program to be eligible for a license before age 17.~~

~~1.2.2 Students who have completed thirty (30) hours of classroom instruction in another state but less than six (6) hours of in-car instruction and less than six (6) hours of observation may complete the in-car instruction and observation in Idaho.~~

~~1.2 Minimum Hours and Days (Moved to 2.0)~~

~~1.3 Scheduling (Moved to 2.2)~~

~~1.4 Late Enrollment~~

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~~A student may miss the first three (3) hours of classroom instruction. However, the hours must be made up before any final tests are administered. Enrollment is not permitted if a student misses more than the first three (3) hours of classroom instruction.~~

~~1.2.2 Enrollment is not permitted after the first three hours have been conducted.~~

~~1.5 Behind the Wheel Driving Time (Moved to 2.3)~~

~~1.6 Observation Time (Moved to 2.4)~~

~~1.7 Vehicle Occupants (Moved to 2.5)~~

~~1.8 Multiple Car Driving Range (Moved to 2.6)~~

~~1.9 Simulation Instruction (Moved to 2.7)~~

~~1.10 Program Substitution~~

~~No combination of multiple car driving range or simulation instruction will result in less than three (3) hours of behind the wheel driving.~~

~~1.11 Assessments (Moved to 4.10)~~

~~1.12 Parental Involvement (Moved to 4.11)~~

~~1.13 Make-Up Policy (Moved to 4.12)~~

~~1.14 Curriculum (Moved to 4.13)~~

~~1.15 Lesson Plans (Moved to 4.14)~~

~~1.16 Student Instructional Materials (Moved to 4.15)~~

~~1.17 Idaho Driver's Manual (Moved to 4.16)~~

~~1.18 Practice Guide/Log (Moved to 4.17)~~

~~1.19 Transfer Students From Out Of State (Moved to 1.2)~~

~~1.20~~ 1.3 Student ~~Withdrawals~~ Transfers

1.3.1 If a student ~~withdraws~~ transfers out with a valid reason (illness, injury, etc.), the

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student list must show the student as “transferred out” to keep the permit valid. The school must hold onto the permit until that student can be “transferred in” to another class. ~~school may hold the permit and the student may re-enroll in another class.~~

1.4 Failing/Removal From a Driver Education Program

1.4.1 Students may be removed from or fail a Driver Education program for reasons that include, but are not limited to, the following:

1.4.1.1 Not having purchased a permit before any instruction takes place.

1.4.1.2 Excessive tardiness or absences (per school policy).

1.4.1.3 Attitude and/or behavior that detracts from safe driving or a positive Driver Education classroom environment (per school policy)

1.4.1.4 Cheating (whether sharing or receiving answers or work without permission, per school policy).

1.4.1.5 Violation of Idaho’s alcohol/age laws during Driver Education, while driving or not, will cancel the instruction permit and result in failing Driver Education.

1.4.1.6 Any violation of the driving permit.

1.4.1.7 Use of a mobile or electronic device during instruction without the instructor’s permission.

~~1.21~~ 1.5 Students with Special Needs

1.5.1 If the student has an Individualized Education Program (IEP), the IEP team should develop goals and objectives or determine if the student will need special accommodations in driver education and training. Once enrolled, every effort should be made to adapt lesson materials to the student's specific needs (Individuals with Disabilities Education Act, IDEA; PL101-476). Students not eligible for special education services should consult with the district's school staff responsible for determining under the IDEA if the student could qualify and receive services under Section 504.

1.5.2 Public Driver Education programs will have procedures in place to assist instructors in identifying students with special needs.

~~1.22~~ ~~Home Correspondence Course~~ (Moved to 2.8)

2.0 THE DRIVER EDUCATION CLASSROOM
INSTRUCTIONAL REQUIREMENTS

2.1 Classroom Environment

2.1.1 If the classroom is not located in a public or private school building, ~~submit~~ a *Certificate of Maximum Occupant Load* from the state fire marshal, local fire

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department, or local planning and zoning agency must be submitted. The classroom must, in addition to fire and safety approval, meet the standards required by the American with Disabilities Act.

- 2.1.2 The classroom environment will be conducive to learning, free from any disturbing influences and used exclusively for driver education instruction during the classroom period.

~~2.3 The classroom shall have:-~~

~~-a minimum of 20 square feet per occupant with individual seating and writing space for each student
-adequate heat, lighting, ventilation
-a VCR/DVD/monitor, if used, will be of sufficient size for all students to see a whiteboard, chalkboard or flipchart~~

2.2 Minimum Hours and Days

~~When school is in session, an Approved Teen Driver Education and Training Program shall be conducted in not less than six (6) weeks (42 calendar days) duration.~~

- ~~1.2.1 When school is not in session, a course may be conducted over a minimum of 30 days duration and all program standards must be met. All courses must be conducted over a minimum of 30 calendar days.~~

- 1.2.2 2.2.1 The course All Idaho driver education and training courses shall include a minimum of thirty (30) clock hours of classroom instruction, six (6) clock hours of behind the wheel instruction and six (6) clock hours of observation.

- ~~1.2.3 2.2.2 With the exception of the correspondence and online courses, the thirty (30) clock hours of classroom instruction requires face to face contact interaction with the instructor. Homework assignments completed outside the classroom shall not be counted in the 30 clock hours.~~

- ~~2.2.3 Homework assignments completed outside the classroom shall not be counted in the thirty (30) clock hours of classroom instruction.~~

- ~~1.3 2.2.4 During the 42 and 30 day programs, Students shall be regularly scheduled for integrated and concurrent and sequential classroom and behind the wheel instruction. periods. Every student will receive instruction for the required number of days and hours.~~

- ~~1.3.1 2.2.5 Each behind-the-wheel lesson shall be taught in the classroom prior to practicing the lesson during behind the wheel instruction.~~

- ~~1.3.2 2.2.6 Classroom instruction shall not be substantially completed or completed before starting in-car practice.~~

- ~~1.3.3 2.2.7 Before students begin behind the wheel instruction on a public roadway, they will first be given classroom instruction for the basics of: approaching the vehicle with awareness; orientation to controls; use of vision to control the vehicle; proper use of the steering wheel; accelerator and brake control; turning left and right; signs, signals, and markings; and rules of the road.~~

- ~~1.3.4 2.2.8 A maximum of thirty-six (36) students shall be scheduled per class.~~

- ~~1.3.5 2.2.9 Classroom instruction shall not exceed ~~be a maximum of~~ ten (10) hours in a seven day period. ~~per week.~~~~

- ~~1.3.6 Classroom instruction shall be a maximum of two hours per day when school is in~~

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~~session and three hours per day when school is not in session.~~

2.2.10 Classroom instruction shall not exceed three (3) hours per day.

~~1.3.7 2.2.11 Classes scheduled for two or three hours per day may provide a five-minute break for each hour of instruction.~~

~~1.3.8 2.2.12 Instruction shall not begin earlier than 6:00am or end later than 10pm.~~

~~1.3.9 Two or more separate classes may not be combined into one class unless the lesson taught is consistent with the program's scope and sequence and lesson content outline.~~

~~1.5~~ 2.3 Behind The Wheel Driving Time

2.3.1 The ~~maximum~~ optimum behind the wheel (BTW) driving time each for each student a student will be behind the wheel is sixty (60) minutes or less per day.

2.3.2 When it is in the best interest of the program, students may drive a maximum of ninety (90) minutes per day in two forty-five (45) minute intervals. These intervals must be separated by a break or period of observation of at least forty-five (45) minutes.

2.3.3 Behind the wheel instruction shall not exceed three (3) hours in a seven day period. ~~per week.~~

2.3.4 BTW lessons shall not begin earlier than 6am or end after 10pm.

2.3.5 Drive time shall not include time spent driving to pick up or drop off students unless the route meets the objective of the drive lesson.

2.3.6 Each drive must have written, specific objectives.

2.3.7 Detailed feedback will be provided to each student after each drive.

2.4 Observation Time

2.4.1 Students may observe from the rear seat for a maximum of three (3) ~~two~~ hours per day.

2.4.2 Instructors will provide lessons to engage observing students in ~~the~~ each drive lesson.

2.4.3 Students may complete the observation time with a parent or legal guardian when the instructor and parent/guardian agrees that it is in the best interest of the student.

~~1.7~~ 2.5 Vehicle Occupants

~~1.7~~ 2.5.1 Only the instructor and student driver may occupy the front seats.

~~1.7.1~~ 2.5.2 In-car instruction shall include not less than two (2) or more than three (3) students in the car.

~~1.7.2~~ 2.5.2.1 One student may be scheduled for in-car instruction when it is determined to be in the best interest of the student. This exception shall have prior written permission from the parent or legal guardian.

~~1.7.3~~ 2.5.3 No person shall occupy a rear seat unless involved as a student, parent/guardian, instructor or student enrolled in a driver education teacher preparation course, translator, administrator or designee, or supervisor of the driver-training program.

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~~1.8~~ 2.6 Multiple-Car Driving Range

- 2.6.1 Two (2) hours of driving on a multiple-car driving range may be substituted for one (1) hour of BTW instruction. Multiple-car instruction may be substituted for not more than three (3) of the total six (6) hours required for BTW instruction.

~~1.9~~ 2.7 Simulation Instruction

- 2.7.1 Simulators may be used for supplemental instruction only and not used for any part of the six (6) hours of BTW or observation time, and substituted for portions of the behind the wheel instruction on the basis of three (3) hours simulation for one (1) hour of behind the wheel. Simulation instruction may be substituted for not more than three (3) of the total six (6) hours required for behind the wheel instruction.

~~1.10~~ Program Substitution

~~No combination of multiple car driving range or simulation instruction will result in less than three (3) hours of behind the wheel driving.~~

2.8 Distance Learning Courses ~~Home Correspondence Course~~

- 2.8.1 ~~Idaho Statute §33-1702 provides for a home correspondence course for the classroom portion only. A student requesting permission to complete a home correspondence course shall meet the eligibility requirements established by the State Department of Education. All requests shall be submitted to the Department of Education, Driver Education for approval. A computer correspondence course will be made available to students who are unable to take a traditional or online course.~~
- 2.8.2 Any student may take the classroom portion of Driver Education online or by correspondence but must find and hire a local certified in-car instructor prior to beginning the course.
- 2.8.3 Students must purchase a permit before being allowed to participate in any classroom or in-car instruction.
- 2.8.4 Approved online Driver Education courses must meet or exceed national standards for online learning and be approved by the Idaho State Department of Education.

3.0 INSTRUCTOR REQUIREMENTS

3.1 Age

- 3.1.1 Idaho Public Driver Education ~~instructors for driver and traffic safety education shall~~ must be at least twenty-one (21) years of age and be a high school graduate or

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equivalent (GED).

~~3.1~~ 3.2 Driver's License

- 3.2.1 Applicants for an original or renewal license shall possess a valid Idaho Class A-D driver license and have a satisfactory driving record. A driving record will be determined satisfactory only if the applicant has not:
- received a court suspension or revocation that is not traffic related
 - been convicted of a traffic violation that carries a mandatory suspension or revocation of the driver's license within the preceding thirty-six (36) months.
 - been convicted of more than one (1) occasion of any moving traffic violation within any twelve (12) month period of the previous thirty-six (36) months.
 - been convicted for any moving traffic violation causing a fatal traffic collision
 - been convicted for driving while his/her driver's license was revoked or suspended.
 - been convicted for driving under the influence of a controlled substance within the past five (5) years.

- ~~3.1.1~~ 3.2.2 Out-of-state residents working full-time in the Idaho public school system may must apply for a waiver after submitting submit a state-issued copy of their driving record from their home state.

~~3.2~~ 3.3 Education

~~The certification requirements shall comply with the Idaho Department of Education's certification standards.~~

- 3.3.1 Applicants for an original license must have completed at least four (4) semester credit hours in a Driver Education licensing course.
- 3.3.2 Applicants for an original license must have a valid teaching certificate.
- 3.3.3 Licensed instructors moving to Idaho from another state must take and pass the Idaho Driver Education certification course final exam with a grade of 80% or higher. If a new-to-the-state applicant fails the first attempt he or she may request a second attempt. If both attempts are failed, the Idaho Driver Education Licensing course must be taken.
- 3.3.4 Idaho Driver Education instructors who have let their licenses lapse must either attend fifteen (15) hours of Driver Education professional development or take and pass the Idaho Driver Education Licensing Course's final exam with a grade of 80% or higher. If the applicant fails the written final exam, he or she may request a second attempt but if the second attempt is failed as well, he or she must retake the Idaho Driver Education Licensing Course or wait to attend fifteen (15) hours of Driver Education professional development.
- ~~3.4.1~~ ~~3.3.5~~ Instructor applicants ~~shall~~ must submit an Idaho Transportation Department (ITD) skills test form that has been administered by an ITD skills tester within the past 12 months, with a passing score of not more than 7 penalty points. The applicant must wait three (3) days before retesting.
- ~~3.4.2~~ 3.3.5.1 At the discretion of the Department, a re-examination of the knowledge or skills may be required for a license renewal.

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3.4.3.4 Medical Examination

3.4.1 ~~Driver education and training~~ instructors ~~providing in-car instruction~~ shall have a medical examination that meets the Federal Motor Carriers Safety Regulations (49 C FR 391.41-391.49).

~~3.3.1~~ 3.4.2 The medical examination shall be completed within three months preceding the application. ~~with the exception that a current Commercial Driver License (CDL) medical certificate may be submitted.~~

~~3.3.2~~ 3.4.3 The medical examination report must indicate whether the applicant has any ailment, disease, or physical or mental disability(ies) that may cause momentary or prolonged lapses of consciousness or control, which is or may become chronic. Applicants must not be suffering from a physical or mental disability or disease that may prevent the applicant from maintaining reasonable and ordinary control over a motor vehicle or that could impair the applicant's ability to drive safely or instruct automobile drivers.

~~3.3.3~~ 3.4.4 The medical examination must be renewed every two years and a copy of the official form sent to the Idaho State Department of Education.

3.5 Knowledge and Skills Tests

~~3.5.1~~ Instructor applicants shall have passed pass the Idaho Driver Education Certification Course with a grade of 80% or higher and the final exam, a written test as administered by the Department, with a grade of 80% or higher. The test may include, but not be limited to, the following topics:-

- ~~The Operating Procedures for Idaho Driver Education Programs. standards for the Idaho Teen Driver Education and Training Program~~
- ~~requirements to obtain a driver license in Idaho.~~
- ~~Driver Education and Training technical textbook content.~~
- ~~signs/signals/markings.~~
- ~~Idaho driving laws.~~
- ~~instructional techniques.~~

3.5.3.5 Professional Development

~~3.5.1~~ 3.5.1 Instructors must complete and provide documentation of 15 hours of professional development training every two (2) years. Professional development hours will be accepted if for the purpose of enhancing instructional knowledge and skills in support of teaching best practices.

3.5.2 Professional development training, other than state offered workshops, must be pre-approved by the State Department of Education and may be obtained through a state agency, college or university, or professional education organization. Professional development training may be selected from

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independent study courses and may also include Continuing Education Units (CEUs) approved by the Department of Education.

- ~~3.5.3 Examples of professional development courses that can expand the depth of knowledge of a driver education and training instructor include: motivating learners, learning styles, assessments, use of technology, classroom techniques, in-car techniques, developing lesson plans, and motor learning.~~

3.6 **3.6** **Annual License Renewal**

- 3.6.1 The School district must submit the Public School Annual Program Plan Packet listing all instructors to be licensed for their district to teach driver education. Instructors are licensed each July 1st for a period of ~~Certification is valid for~~ twenty-four (24) months. ~~a fiscal year (from July 1 through June 30). Instructors must be re-authorized each fiscal year to teach driver education within individual districts. Districts must use the current "Instructor Authorization" form to submit instructor information to the Department of Education.~~
- 3.6.3 Instructors are responsible to make sure their licensing requirements, including medical exam and professional development, are current.

3.7 **Criminal History Check**

- 3.7.1 Anyone affiliated with teaching public Driver Education must have a current criminal history check on file at the Idaho State Department of Education on an official SDE form.
- 3.7.2 All Driver Education instructors must have a criminal history check on file for the school and/or schools they provide instruction for.
- 3.7.3 If an employee remains continuously employed with a district, an additional criminal history check is not required. However, when a person begins employment with another district or if there is a break in service, a new criminal history check is required.
- 3.7.4 If an instructor works for two district at the same time and a criminal history check has been done within the past 12 months, a multiple assignment form may be filled out and one background check used for both schools.
- 3.7.5 An individual convicted of a misdemeanor or felony crime against a child is not eligible for Driver Education licensing.
- 3.7.6 An instructor convicted of a misdemeanor or felony crime against a child will lose his or her current Driver Education license.

3.8 **Driving Under the Influence (D.U.I.)**

- 3.8.1 If a Driver Education instructor is convicted of a D.U.I. while holding a Driver Education instructor's license, the license will be immediately revoked for a period of not less than five (5) years from the date of conviction.
- 3.8.2 If a conviction for D.U.I. has occurred within the past five (5) years, the individual with the conviction will not be eligible for a Driver Education instructor's license until five (5) years from the date of

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- conviction.
- 3.8.3 Refusal to take an evidentiary test will result in instructor license revocation for a period of five (5) years.
- 3.8.4 An individual with more than one D.U.I. is not eligible for a Driver Education instructor's license.

4.0 COURSE ADMINISTRATION

~~4.1~~ 4.1 Application to Operate Classes Annual Application to Operate Packet

- 4.1.1 All public Driver Education programs must submit an *Annual Program Plan Application to Operate form* to the State Department of Education for approval no less than thirty (30) days prior to the start of the first class of the fiscal year.

~~4.2~~ 4.2 Student Lists

- ~~4.2.1 All Driver Education programs must submit the an *Initial Student List* form provided by the SDE to the Department of Education within Ten (10) days after a class starts.~~
- 4.2.1 All Driver Education programs must submit a *Final Student List* provided by the SDE to their local Department of Motor Vehicles (DMV) within three (3) days after a course ends.

4.3 Reimbursement

- 4.3.1 All public Driver Education programs must report all income generated by student fees and district expenses to the State Department of Education on the *Request for Reimbursement Form*.
- ~~4.3.1~~ 4.3.2 Public School Programs may choose to file a claim for reimbursement within forty-five (45) days after each class ends or submit all classes at once, annually, or within 45 days after the last class ends.**
- 4.3.3 Claims for reimbursement must include final student lists for each course taught.
- 4.3.2 Any public driver education program that fails to meet the standards within this document shall not be entitled to reimbursement.
- 4.3.3 Materials and Equipment over \$100 and used primarily for Driver Education may be pro-rated on the reimbursement form over a period up to three years.

~~Materials and equipment used for three years or more may be prorated on the *Claims for Reimbursement* over a period of up to three years. The following equipment and materials may be purchased without prior approval by the Department of Education and can be included on the *Claim for Reimbursement*:~~

- | | |
|----------------------------------|-----------------------------------|
| - Dual control brakes | - Instructional videos |
| - Student workbooks | - First aid kits |

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- ~~--Fire extinguishers~~
- ~~--Vehicle signs~~
- ~~--Student textbooks~~
- ~~- Teacher resources~~
- ~~- Instructor rearview mirrors~~

- ~~4.3.3~~ 4.3.5 ~~Instructor Expenses~~ Public school districts may include the cost of instructor training and required medical examinations for its instructors ~~the in-car instructor on in their~~ Claim for Reimbursement Form.
- 4.3.4 ~~4.3.6 Cooperating School Districts:~~ Two or more districts may cooperate in offering driver education and training. However, only one school district may submit a Claim for Reimbursement Form. All adjustments for payment of expenses will be between the cooperating districts.
- 4.3.7 ~~Repeat Students~~ If a student fails, the student can re-enroll in another class, providing the student purchases a new driver-training permit. The student may again be added to the Claim for Reimbursement.
- 4.3.7 Public schools are eligible for reimbursement of one-hundred and twenty-five (\$125) dollars for each student that completes the required thirty (30) hours of classroom, six (6) hours of driving, and six (6) hours of observation.

~~4.4~~ 4.4 Students Outside A School ~~the~~ District

- 4.4.1 Students enrolled in any Idaho public school district may enroll in driver education and training outside their home district with approval from both districts. ~~the "home" district and "transfer" district.~~

~~4.5~~ 4.5 Student Records

- 4.5.1 At the end of the course, the student's driving logs shall be included in the student's record and maintained by the school. All original student records shall be maintained for a minimum of five years, including students who passed, failed, withdrew, cancelled or transferred. Each student's record shall include:
- student's full name, address, telephone number
 - ~~- total fees charged~~
 - ~~- public school driver training (DT) permit number~~
 - attendance records
 - behind-the-wheel driving log
 - quizzes and tests grade results
 - final grades.
- 4.5.2 Students will be given a certificate of completion upon passing an Idaho Driver Education course.
- ~~4.5.1~~ 4.5.3 Original student records shall be made in ink and updated after each lesson.
- ~~4.5.2~~ 4.5.4 The original records shall be made available to the Department of Education upon request.
- ~~4.5.3~~ 4.5.5 Loss, mutilation, or destruction of records must be reported immediately to the Department of Education by affidavit, stating the date the records were lost,

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destroyed, or mutilated; the circumstances involving the loss, destruction, or mutilation; the name of the law enforcement officer or fire department official to whom the loss was reported; and the date of the report.

~~4.6~~ 4.6 Collision/Incident Report

- 4.6.1 Within two (2) weeks following any incident involving a driver-training vehicle, submit a current SDE *Collision/Incident Report Form* to the Department of Education.

~~4.7~~ 4.7 Driving Logs

- 4.7.1 A driving log for each student shall be maintained by the instructor and include the following minimum information: (1) student name, (2) driver training permit number, (3) home phone number, (4) emergency contact name and phone number, (5) instructor's name, (6) date and clock time of each drive, (7) skills taught, (8) driving and observation time, (9) instructor remarks, (10) student initials verifying time/date for each drive and observation, (11) final behind-the-wheel grade, (12) total driving time (~~driving & observation~~), and (13) special accommodations if used (hand controls, a seat cushion, etc.).

~~4.9~~ 4.8 Instructor Cell Phone and Mobile Device Use During Instruction In Car Training

- 4.8.1 Instructor cell phone usage while a student is driving shall be limited to emergency purposes only.

~~4.11~~ 4.9 Assessments

- 4.9.1 The standards for passing ~~the a public~~ Teen Driver Education and Training Program shall be clearly set forth in writing to students prior to starting the course of instruction.
- 4.9.2 Students shall be assessed in the following three (3) areas: knowledge, skills, and attitude. A student who fails in any one of the these three areas ~~grading criteria shall be failed for fail~~ the entire course.
- 4.9.3 ~~student shall be failed if convicted of a violation of an Idaho Statute or for behavior that is contrary to the Teen Driver Education and Training Programs standards or policies.~~
- ~~4.11.3~~ 4.9.4 Each student shall be assessed for knowledge and understanding of the classroom lessons with quizzes that require students to list, define, describe, identify, demonstrate, explain, compare, predict, estimate, or solve.
- ~~4.11.4~~ 4.9.5 Successful completion for the course is earning a grade of 80% or higher.
- ~~4.11.4.14.9.6~~ A final knowledge test will be administered at the completion of the course. ~~The test will cover the essential knowledge required for successful completion of an Idaho Teen Driver Education and Training Program as~~

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~~published by the Department of Education.~~

- ~~4.11.4.2~~ 4.9.7 A final behind-the-wheel skills test will be administered that measures the essential skills required for operating a motor vehicle safely on public roadways. ~~successful completion of an Idaho Teen Driver Education and Training Program as published by the Department of Education. A standardized form will be used by the school's instructors, with planned, pre-determined routes.~~

~~4.12~~ 4.10 Parental Involvement

~~4.10.1 The school will have a written policy for involving a parent or legal guardian in the student's Driver Education and Training Program.~~

~~4.10.1~~ Contact with each student's parent or guardian is required at least once during the course.

~~4.10.1.1~~ Contact may be by phone, email, mail, or in person.

~~4.13~~ 4.11 Make Up Policy

4.11.1 The school will have a written policy for missed coursework and driving.

4.11.2 A make-up policy shall ensure that all required hours of instruction and course content are completed. Students will not be allowed to make up missed lessons in a scheduled classroom session unless the lesson missed is being taught. Make-up lessons may be provided on an individual basis.

~~4.11.3~~ The school may charge an extra fee for missed coursework and driving.

~~4.14~~ 4.12 Curriculum

4.12.1 An Idaho public driver education and training program's ~~The classroom and behind the wheel essential knowledge and skills shall meet or exceed those in the most recent Idaho Driver Education Curriculum Guide. Content Standards and Benchmarks for Idaho a Teen Driver Education. And Training Program. Each teacher shall be provided a copy of the school district's Driver Education Curriculum Guide.~~

~~4.12.2~~ Driver Education programs may create their own curricular materials as long as they meet or exceed the most recent Idaho Driver Education Curriculum Guide.

~~4.12.3~~ The Idaho Driver Education Curriculum Guide will be based on nationally accepted standards and best practices.

~~4.12.4~~ A school's curriculum may be audited as part of a regular review and compared to state and national standards and/or best practices.

~~4.15~~ 4.13 Lesson Plans

4.13.1 Each instructor shall have lesson plans for the lesson they are teaching in the classroom and/or BTW based upon the program's approved curriculum content outline. Lesson

plan content shall meet or exceed the most current Idaho Driver Education and Training Curriculum Guide.

~~4.16~~ 4.14 Student Instructional Materials

- 4.14.1 Each student shall have access to instructional materials to read and study during the course. The instructional material shall be equal to or exceed the content of current state-adopted driver education textbooks and be compatible with the school's curriculum content outline.
- 4.14.2 Textbooks, if used, shall be selected from the list adopted by the State Department of Education.

~~4.17~~ 4.15 Idaho Driver's Manual

- 4.15.1 Each student shall have access to a current copy of the *Idaho Driver's Manual*. The manual shall not be used as the only source of instructional material, but shall be used as an aid for instruction on Idaho's traffic laws, rules of the road, driver licensing and vehicle registration.

~~4.18~~ 4.16 Practice Guide/Log

- 4.16.1 Each student and their parent or legal guardian shall be informed of the requirements of the Graduated Driver Licensing laws and provided a Supervised Driving Guide ~~supervising driver practice guide~~ and log for their use during the required six (6) months of the Graduated Driver Licensing practice period.

5.0 VEHICLE REQUIREMENTS

5.1 Vehicle Type

- 5.1.1 Only passenger vehicles may be used. All motor vehicles used for in-car instruction shall be properly registered in compliance with the Idaho Transportation Department's vehicle registration laws and be maintained in safe operating condition.

5.2 Vehicle Use

- 5.2.1 ~~If any of the mileage will be included for reimbursement and~~ When a vehicle is not used exclusively for driver training, the district school will require the driving instructor(s) to maintain a mileage log. The log will remain on file with the driver education program's expenses.

5.3 ~~Annual~~ Vehicle Inspection

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- 5.3.1 Before a vehicle is used for instruction, a ~~law enforcement officer or certified~~ qualified mechanic must inspect the vehicle using the *Vehicle Inspection Form* provided by the State Department of Education.
- ~~5.1.1~~ 5.3.2 Vehicles not passing the inspection shall be placed out of service until the needed repairs or equipment are made and the vehicle is re-inspected by ~~law enforcement or~~ a qualified mechanic using the Vehicle Inspection Form.
- ~~5.1.2~~ ~~Annual inspections expire on June 30th of each year.~~
- 5.3.3 Inspections serve to verify the integrity of the vehicle's critical safety components that are necessary to ensure that the vehicle is in safe operating condition.
- 5.3.4 Driver training vehicles older than 12 months shall be mechanically inspected every twelve (12) months based upon the recommendations in the *Passenger Vehicles & Light Trucks Inspection Handbook*, published by the American Association of Motor Vehicle Administrators. ~~The inspection will include the following:~~
- ~~--Brakes~~
 - ~~--Tires and Wheels~~
 - ~~--Suspension and Steering~~
 - ~~--Torsion Bars, Springs, Shocks/Struts~~
 - ~~--Ball Joint Wear~~
 - ~~--Lighting and Electrical~~
 - ~~--Visibility~~
 - ~~--Interior Body Components~~
 - ~~--Occupant Restraint Systems~~
 - ~~--Exterior Body Parts, Doors~~
 - ~~--Fuel and Exhaust Systems~~
 - ~~--Dual Control Brake~~
- ~~5.2.1~~ ~~Combining wheel removal with dynamic testing is the optimal brake inspection procedure. It verifies the actual condition of the braking components and the proper functioning of the entire braking system.~~
- ~~5.3.6~~ ~~A qualified mechanic shall perform inspections that lists the inspections and repairs performed.~~
- ~~5.3.6~~ ~~The completed inspection form shall be made available to the Department of Education upon request.~~
- 5.3.5 Following any motor vehicle crash involving the vehicle, the driver training school shall withdraw the vehicle from the fleet and not use it for instruction until it has passed a new mechanical inspection. This new inspection must be submitted to the State Department of Education before the vehicle can be returned to service.
- 5.3.6 Mechanics may use the Vehicle Inspection Form provided by the State Department of Education or their own, provided it meets or exceeds the inspection standards recommended by the American Association of Motor Vehicle Administrators.
- 5.3.7 A dual brake must be included in the inspection.

~~5.2~~ ~~12 Month Inspections~~

~~5.3~~ 5.4 Required Vehicle Equipment

- 5.4.1 All motor vehicles used to practice driving lessons shall be equipped with a dual control brake pedal within easy reach of the instructor and capable of bringing the vehicle to a stop in accordance with Idaho Code §49-933(7).
- 5.4.2 Driver training vehicles shall be equipped with:
 - Operating safety belts and all occupants in the driver-training vehicle shall be properly secured in a safety belt when the vehicle is moving.
 - An inside rear view mirror for the exclusive use of the instructor.
 - Side-view mirror on each side of the vehicle, adjusted for the driver's use.
- 5.4.3 Signs and/or lettering that can be seen from outside the vehicle to the rear and both sides of the vehicle.
 - 5.4.3.1 The signs and/or letters will be of contrasting colors so as to be clearly readable at one hundred feet in clear daylight.
 - 5.4.3.2 Signs and/or lettering Signs to the rear and sides will have "STUDENT DRIVER," "DRIVER EDUCATION," or "DRIVING SCHOOL" with not less than 2 ½ inch high lettering.
 - 5.4.3.3 Signs and/or lettering to both sides of the vehicle will have the name of the school or school district with not less than two-inch (2) high lettering.
 - 5.4.3.4 All signs and/or lettering must be safely secured while the vehicle is in motion.
 - 5.4.3.5 When replacing worn or installing new signs, the lettering will comply with these standards.
- 5.4.4 Vehicles used on a multiple car, off-street "range" are not required to be equipped with a dual control brake, car signage, or rear-view mirror for the instructor.

5.5 Vehicle Insurance

- 5.5.1 Insurance coverage shall be maintained in full force and effect while the vehicle is used for driver training and will meet the requirements in Idaho Statute §6-924. The current statute states the policy will have a limit of not less than \$500,000 for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

**6.0 PUBLIC SCHOOLS CONTRACTING WITH PRIVATE
DRIVING SCHOOLS**

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6.1 Guidelines

6.1.1 School districts may contract with a ~~private commercial~~ driving school to provide ~~the a~~ Driver Education and Training program. To qualify for reimbursement, the district shall have a written contract with the ~~commercial~~ private driving school specifying the responsibilities of each party. The contract will include the following:

- Contractor Obligations and Performance
- Vehicle and Insurance Requirements
- Student Fees and Contractor Payment
- Monitoring and Inspection
- Compliance with Laws and Standards
- Reimbursement of Expenses
- Equipment, Tolls, Materials, or Supplies Provided
- Reports and Records
- Indemnification

~~6.0.1~~ 6.1.2 The district is responsible for ensuring the contractor ~~follows~~ meets all Operating Procedures for Idaho Public Driver Education programs, of the requirements of the 1.0 Approved Teen Driver Education and Training Program Standards, including State Board of Education approved Instructor Requirements, State Board of Education approved Content Standards and Benchmarks, annual Program plans, instructor authorization forms, deadlines, student lists, etc. ; 2.0 The Driver Education Classroom; 4.5 Student Records; 4.7 Driving Logs; and 4.9 Cell Phone Use During In-Car Training; as stated in the Standards for Public School Driver Education and Training, a rule by reference.

~~6.0.2~~ 6.1.3 A copy of the contract shall be included in the annual program plan submitted be sent to the State Department of Education at least thirty (30) days prior to a program starting. The contract must be approved by the SDE prior to the course start date, before the contractor begins the training.

~~6.0.3~~ Commercial school employees who will be with a teen driver student unsupervised shall have a completed criminal history background check

~~6.0.4~~ All driver education and training instructors teaching under the contract shall have a criminal history background check.

~~6.0.5~~ 6.1.4 All record keeping and required reporting to the State Department of Education shall be completed by the school district, not the contractor.

~~6.0.6~~ 6.1.5 All student records are the property and responsibility of the school district.

~~6.0.7~~ 6.1.6 Failure by the contractor to abide by the ~~public school~~ Operating Procedures for Idaho Public Driver Education Programs Standards may result in non-renewal of future contracts, will be considered cause for non-reimbursement of expenses to the school district.

6.1.7 The public school and/or school district may ask the contracting private driving school for payment to cover the public school's costs, if any (cars, gas, classroom, etc.). This must be clarified in the written contract.

6.1.8 Contracts must be renewed and re-approved annually.

6.1.9 All contracting instructors working with a public school must meet the instructor requirements outlined in the Operating Procedures for Idaho Public Driver Education Programs

6.1.10 All contracting instructors working with a public school must have a current criminal history check on an official SDE fingerprint card on file at the Idaho State Department of Education.

~~4.8 Program Reviews~~

7.0 MONITORING AND REVIEWING PROGRAMS

4.8

- 7.1 The State Department of Education ~~shall~~ may review classroom and behind-the-wheel instruction and program records for compliance with instructional, statutory, and regulatory requirements.
- 7.2 Complaints against a Driver Education program or instructor will result in an investigation and/or compliance review.
- 7.3 Reviewed schools and/or instructors will be given feedback in areas they are doing well in and areas they can improve in.
- 7.4 Schools and/or instructors that are out of compliance with policy will be put on an improvement plan that provides the support and time necessary to make the suggested or required changes that come from a review.
- 7.5 Schools and/or instructors that refuse or fail to make the necessary changes to be in compliance within the agreed upon timeframe will not be eligible for reimbursement or be able to offer a program until they are back in compliance.

~~9.0 DEFINITIONS~~

~~**Approved Teen Driver Education and Training Program**—The driver education and training course of instruction for teens between the ages of 14 ½ and 17 that is approved by the Idaho Department of Education.—~~

~~**Attendance Records**—Daily attendance records showing when a student received instruction, was absent, participated in a makeup lesson, terminated, withdrew or transferred. Instruction time recorded in minutes or hours.—~~

~~**Authorized Driver Education Instructor**—A person authorized by the Idaho Department of Education to conduct driver education and training within the public school system.—~~

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~~Behind the Wheel Instruction—That portion of the driver education and training program where the enrollee is actually seated behind the wheel of the vehicle, operating it either in real or simulated traffic situations, through the direct guidance of a driver education and training instructor.~~

~~Classroom Instruction—That portion of a driver education and training program, occurring in a classroom environment, under the direct guidance of a driver education instructor that enables student learning to occur through varied instructional methodology.~~

~~Clock Hour—equal to sixty (60) minutes.~~

~~Commercial Driving School—A licensed driver education program offered by a for-profit agency where the program is financially supported by fees paid by enrollees.~~

~~Driver Education and Training Course—The course of study, under the direct guidance of a driver education instructor that, upon successful completion, enables an enrollee to acquire the basic knowledge, skills and attitudes necessary to operate a motor vehicle within the highway transportation system.~~

~~Driving Range Instruction—That portion of the driver education instruction that enables the driver education instructor, from a position outside the vehicle, and using electronic or oral communication, to teach and supervise several students simultaneously, each of who is operating a car on an off street driving range designed specifically for such instruction.~~

~~Driving Simulation Instruction—That portion of the driver education program, under the direct guidance of a driver education instructor, using several computer-based simulator units and programs that reproduce driving situations likely to occur in actual driving performance on the street. Simulation requires the student to evaluate risk, make decisions and respond to the situations presented.~~

~~Driver Task Analysis—The knowledge and skill a driver must have to safely and efficiently own and operate a vehicle and drive the vehicle from one location to another within the highway transportation system.~~

~~Integrated Scheduling—Classroom and behind the wheel instruction scheduled to include a mix of instruction in both phases (classroom and behind the wheel) throughout the duration of the driver education and training course.~~

~~Lesson Plans—Student learning objectives, subject matter content, materials, resources, instructional procedures, and assessments in an organized structure.~~

~~Observation Time—The time an enrollee in a driver education course spends in the rear seat of a vehicle observing another driver operate the controls of the vehicle and responding to the driving situations.~~

~~Public School Program—An Approved Teen Driver Education and Training Program offered in a public school that is supported in whole or part by driver licensing funds.~~

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~~Qualified Mechanic—A person trained to inspect, diagnose, and repair a motor vehicle.~~

~~SDE—State Department of Education~~

~~Student List—A form provided by the Department of Education that includes information about enrolled students.~~

~~Vehicle Operational Skills—The vision control, motion control and steering control skills needed to drive in a variety of driving environments and conditions.~~

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Federal law prohibits discrimination on the basis of race, color, religion, sex, national origin, age, or disability in any educational programs or activities receiving federal financial assistance.

(Title VI and VII of the Civil Rights Act of 1964; Title IX of the Educational Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.)

It is the policy of the Idaho State Department of Education not to discriminate in any educational programs or activities or in employment practices.

Inquiries regarding compliance with this nondiscriminatory policy may be directed to the State Superintendent of Public Instruction, P.O. Box 83720, Boise, Idaho 83720-0027, (208) 3326800, or to the Director, Office of Civil Rights, Department of Education, Washington, D.C.

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SUBJECT

Idaho Alternate Assessment Achievement Standards - Science – Temporary
Rule 08.02.03.004 Incorporated by Reference

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-105, 33-107, 33-2002, Idaho Code,
34 CFR Part 200 Elementary and Secondary Education Act

BACKGROUND/DISCUSSION

The Individuals with Disabilities Act (IDEA 2004) and the Elementary and Secondary Education Act as reauthorized (ESEA 2001) require all students, including students with significant cognitive disabilities, to be able to access the general education curriculum and participate in the state accountability system. In 2003, NCLB further defined how students with significant cognitive disabilities could be included in the state accountability system by including the option for states to develop alternate assessments based on extended grade level content standards (Idaho Extended Content Standards) as well as alternate achievement, or performance standards. The Idaho Alternate Assessment - Science (IAA-Science) has been developed for use as an alternate to the ISAT-Science for students with significant cognitive disabilities who, due to the nature of their disability, cannot participate in the regular assessment, even with appropriate accommodations. The IAA-Science is given in grades 5, 7 and 10.

In 2007, the US Department of Education issued new regulatory guidance that impacted the design process for alternate assessments. In the 2008-2009 school year, the Idaho Alternate Assessment-Science (IAA-Science) underwent significant changes in response to the findings in the 2007 federal peer review process. The IAA-Science is a portfolio assessment model (i.e., a body of work). For each student taking the IAA-Science, the teacher or test administrator selected either a piece of student work, data chart or audio/visual documentation demonstrating the student's level of mastery with a set of selected Extended Content Standards. It was expected that the teacher would submit an artifact that demonstrated the best work the student could do. The IAA-Science is a criterion-referenced test like the ISAT, but it differs markedly from the design of the ISAT in both in the model it utilizes and the performance level it describes. While the administration and scoring of criterion-referenced tests are standardized, which allows for comparison of student scores, two students may have different artifacts submitted to demonstrate mastery of the same Extended Content Standard. This assessment model is better suited for the unique and individual challenges and abilities of this population of students. As part of this, and due to the fact that students with significant cognitive disabilities often must have various levels of supports in order to communicate and access knowledge, each artifact was scored for both accuracy of performance as well as independence from supports in relation to the task. These variables were combined using a matrix which set a raw score for each artifact item which in turn made up a total

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combined score for the student's portfolio. This is different from the ISAT which only scores accuracy of performance.

Because of the significant changes to the IAA-Science this year, the alternate academic achievement standards for Science had to be revised. The academic achievement standards include the proficiency level descriptors and the cut score ranges that define the IAA-Science proficiency levels which are required by federal law (i.e., Advanced, Proficient, Basic and Below Basic). The alternate academic achievement standards and proficiency level descriptors were developed by an advisory committee comprised of State Department of Education (SDE) Special Education staff, special education regional consultants, special education district leadership, general and special education teachers, retired school and district administrators, and a business and parent representative.

During the range finding, scoring and achievement standards setting for the IAA-Science a number of factors were identified indicating a need for further clarity in the guidance for administering the test as well as reporting independence and accuracy performance for each artifact. There were also some concerns raised regarding the eligibility of some special education students who were assessed using the IAA-Science instead of the ISAT-Science. These factors and concerns may have contributed to the skewed distribution of scores. The State Department of Education is aware of these influencing factors and will be working in the future to address each of them and further refine the assessment and guidance for administration of the assessment. Depending on the extent of future revisions to the administration and structure of the assessment, new academic achievement standards and cut scores may have to be set in coming years. This is a contributing factor to these items being submitted as a temporary rule only.

IMPACT

The number of proficient and advanced scores based on these alternate achievement standards can be included in AYP calculations at the State and LEA levels, but can not exceed one percent of all students in the grades assessed at the State and the LEA levels, respectively. The one percent cap applies only to the number included in AYP calculations and not to the total number of students taking the IAA-Science.

If the achievement standards are not approved and consequently the IAA-Science scoring cannot be completed, Idaho stands to lose 25%, or \$113,944, of its administrative Title I funding in the form of a compliance fine from the US Department of Education.

ATTACHMENTS

Attachment 1 – Temporary rule 08.02.03.004 Incorporation by Reference Page 5
Attachment 2 – Cut Score Ranges for the IAA-Science Proficiency Levels Page 7
Attachment 3 – Proficiency Level Descriptors Page 9

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BOARD ACTION

A motion to approve the Proficiency Level Cut Scores and Performance Level Descriptors for the Idaho Alternate Assessment Science for grades 5, 7, and 10 and to incorporate them into the Alternate Achievement Standards for the Idaho Comprehensive Assessment system.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the temporary rule IDAPA 08.02.03.004, Rules Governing Thoroughness, Incorporation by Reference.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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IDAHO ADMINISTRATIVE CODE
State Board of Education

IDAPA 08.02.03
Rules Governing Thoroughness

08.02.03 Rules Governing Thoroughness

004. INCORPORATION BY REFERENCE.

The following documents are incorporated into this rule: (3-30-07)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education on August 21, 2008. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (11-3-08)T

02. The Idaho English Language Development Standards. The Idaho English Language Development Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

03. The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures. The Limited English Proficiency Program Annual Measurable Achievement Objectives and Accountability Procedures as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

04. The Idaho English Language Assessment (IELA) Achievement Standards. The Idaho English Language Assessment (IELA) Achievement Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

05. The Idaho Standards Achievement Tests (ISAT) Achievement Standards. Achievement Standards as adopted by the State Board of Education on May 30, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

06. The Idaho Extended Content Standards. The Idaho Extended Content Standards as adopted by the State Board of Education on April 17, 2008. Copies of the document can be found at the State Board of Education website at <http://www.boardofed.idaho.gov>. (SD 0802)

07. The Idaho Alternative Assessment Extended Achievement Standards. Alternative Assessment Extended Achievement Standards as adopted by the State Board of Education on ~~February 28, 2008~~ June 18, 2009. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. ~~(SD 0802)~~ (6-18-09)T

08. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Deaf or Hard of Hearing. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

09. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

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Idaho Alternate Assessment for Science – 2009
Cuts Scores by Grade Level

	<i>Below Basic</i>	<i>Basic</i>	<i>Proficient</i>	<i>Advanced</i>
5th Grade	0 - 59	60 - 89	90 - 120	121 - 128
7th Grade	0 - 45	46 - 68	69 - 104	105 - 112
10th Grade	0 - 64	65 - 89	90 - 109	110 - 128

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Idaho Alternate Assessment for Science – 2009

Grade 5 Proficiency Level Descriptors

Advanced

In the area of Nature of Science, fifth grade students typically performing at the Advanced level demonstrate an **in-depth understanding** of Extended Content Standard Objectives. These students

- Use observations and data to make a prediction
- Use appropriate tools and techniques to gather and display data

In the area of Physical Science, fifth grade students typically performing at the Advanced level demonstrate an **in-depth understanding** of Extended Content Standard Objectives. These students

- Create mixtures
- Describe the physical difference among solids, liquids, and gases

In the area of Biology, fifth grade students typically performing at the Advanced level demonstrate an **in-depth understanding** of Extended Content Standard Objectives. These students

- Communicate how plants need energy from the sun
- Identify how parents and their young look alike

In the area of Earth Science, fifth grade students typically performing at the Advanced level demonstrate an **in-depth understanding** of Extended Content Standard Objectives. These students

- Identify how the interactions among the solid earth, oceans and atmosphere (erosion, climate, tectonics and continental drift) are connected.

In the area of Personal and Social Perspectives on Technology, fifth grade students typically performing at the Advanced level demonstrate an **in-depth understanding** of Extended Content Standard Objectives. These students

- Demonstrate how science and technology are part of a student's life.

Idaho Alternate Assessment for Science – 2009

Grade 5 Proficiency Level Descriptors

Proficient

In the area of Nature of Science, fifth grade students typically performing at the Proficient level demonstrate an **understanding** of Extended Content Standard Objectives. These students

- Use observations and data to make a prediction
- Use appropriate tools and techniques to gather and display data

In the area of Physical Science, fifth grade students typically performing at the Proficient level demonstrate an **understanding** of Extended Content Standard Objectives. These students

- Create mixtures
- Describe the physical difference among solids, liquids, and gases

In the area of Biology, fifth grade students typically performing at the Proficient level demonstrate an **understanding** of Extended Content Standard Objectives. These students

- Communicate how plants need energy from the sun
- Identify how parents and their young look alike

In the area of Earth Science, fifth grade students typically performing at the Proficient level demonstrate an **understanding** of Extended Content Standard Objectives. These students

- Identify how the interactions among the solid earth, oceans and atmosphere (erosion, climate, tectonics and continental drift) are connected.

In the area of Personal and Social Perspectives on Technology, fifth grade students typically performing at the Proficient level demonstrate an **understanding** of Extended Content Standard Objectives. These students

- Demonstrate how science and technology are part of a student's life.

Idaho Alternate Assessment for Science – 2009

Grade 5 Proficiency Level Descriptors

Basic

In the area of Nature of Science, fifth grade students typically performing at the Basic level demonstrate a **limited understanding** of Extended Content Standard Objectives. These students

- Use observations and data to make a prediction
- Use appropriate tools and techniques to gather and display data

In the area of Physical Science, fifth grade students typically performing at the Basic level demonstrate a **limited understanding** of Extended Content Standard Objectives. These students

- Create mixtures
- Describe the physical difference among solids, liquids, and gases

In the area of Biology, fifth grade students typically performing at the Basic level demonstrate a **limited understanding** of Extended Content Standard Objectives. These students

- Communicate how plants need energy from the sun
- Identify how parents and their young look alike

In the area of Earth Science, fifth grade students typically performing at the Basic level demonstrate a **limited understanding** of Extended Content Standard Objectives. These students

- Identify how the interactions among the solid earth, oceans and atmosphere (erosion, climate, tectonics and continental drift) are connected.

In the area of Personal and Social Perspectives on Technology, fifth grade students typically performing at the Basic level demonstrate a **limited understanding** of Extended Content Standard Objectives. These students

- Demonstrate how science and technology are part of a student's life.

Idaho Alternate Assessment for Science – 2009

Grade 5 Proficiency Level Descriptors

Below Basic

In the area of Nature of Science, fifth grade students typically performing at the Below Basic level demonstrate **very little or no understanding** of Extended Content Standard Objectives. These students

- Use observations and data to make a prediction
- Use appropriate tools and techniques to gather and display data

In the area of Physical Science, fifth grade students typically performing at the Below Basic level demonstrate **very little or no understanding** of Extended Content Standard Objectives. These students

- create mixtures
- Describe the physical difference among solids, liquids, and gases

In the area of Biology, fifth grade students typically performing at the Below Basic level demonstrate **very little or no understanding** of Extended Content Standard Objectives. These students

- communicate how plants need energy from the sun
- identify how parents and their young look alike

In the area of Earth Science, fifth grade students typically performing at the Below Basic level demonstrate **very little or no understanding** of Extended Content Standard Objectives. These students

- Identify how the interactions among the solid earth, oceans and atmosphere (erosion, climate, tectonics and continental drift) are connected.

In the area of Personal and Social Perspectives on Technology, fifth grade students typically performing at the Below Basic level demonstrate **very little or no understanding** of Extended Content Standard Objectives. These students

- Demonstrate how science and technology are part of a student's life.

Idaho Alternate Assessment for Science – 2009

Grade 7 Proficiency Level Descriptors

Advanced

In the area of Nature of Science, seventh grade students typically performing at the Advanced level demonstrate an **in-depth understanding** of Extended Content Standard Objectives. These students

- Demonstrate how small systems contribute to the function of the whole.
- Identify observation data to use in defensible inferences.

In the area of Physical Science, seventh grade students typically performing at the Advanced level demonstrate an **in-depth understanding** of Extended Content Standard Objectives. These students

- Identify the properties of matter.

In the area of Biology, seventh grade students typically performing at the Advanced level demonstrate an **in-depth understanding** of Extended Content Standard Objectives. These students

- Identify that energy stored in food is primarily derived from the sun.
- Communicate how dominant and recessive traits are inherited.

In the area of Earth Science, seventh grade students typically performing at the Advanced level demonstrate an **in-depth understanding** of Extended Content Standard Objectives. These students

- Illustrate the water cycle and its relationship to weather and climate.

In the area of Personal and Social Perspectives on Technology, seventh grade students typically performing at the Advanced level demonstrate an **in-depth understanding** of Extended Content Standard Objectives. These students

- Identify an Alternative source of energy

Idaho Alternate Assessment for Science – 2009

Grade 7 Proficiency Level Descriptors

Proficient

In the area of Nature of Science, seventh grade students typically performing at the Proficient level demonstrate an **understanding** of Extended Content Standard Objectives. These students

- Demonstrate how small systems contribute to the function of the whole.
- Identify observation data to use in defensible inferences.

In the area of Physical Science, seventh grade students typically performing at the Proficient level demonstrate an **understanding** of Extended Content Standard Objectives. These students

- Identify the properties of matter.

In the area of Biology, seventh grade students typically performing at the Proficient level demonstrate an **understanding** of Extended Content Standard Objectives. These students

- Identify that energy stored in food is primarily derived from the sun.
- Communicate how dominant and recessive traits are inherited.

In the area of Earth Science, seventh grade students typically performing at the Proficient level demonstrate an **understanding** of Extended Content Standard Objectives. These students

- Illustrate the water cycle and its relationship to weather and climate.

In the area of Personal and Social Perspectives on Technology, seventh grade students typically performing at the Proficient level demonstrate an **understanding** of Extended Content Standard Objectives. These students

- Identify an Alternative source of energy

Idaho Alternate Assessment for Science – 2009

Grade 7 Proficiency Level Descriptors

Basic

In the area of Nature of Science, seventh grade students typically performing at the Basic level demonstrate a **limited understanding** of Extended Content Standard Objectives. These students

- Demonstrate how small systems contribute to the function of the whole.
- Identify observation data to use in defensible inferences.

In the area of Physical Science, seventh grade students typically performing at the Basic level demonstrate a **limited understanding** of Extended Content Standard Objectives. These students

- Identify the properties of matter.

In the area of Biology, seventh grade students typically performing at the Basic level demonstrate a **limited understanding** of Extended Content Standard Objectives. These students

- Identify that energy stored in food is primarily derived from the sun.
- Communicate how dominant and recessive traits are inherited.

In the area of Earth Science, seventh grade students typically performing at the Basic level demonstrate a **limited understanding** of Extended Content Standard Objectives. These students

- Illustrate the water cycle and its relationship to weather and climate.

In the area of Personal and Social Perspectives on Technology, seventh grade students typically performing at the Basic level demonstrate a **limited understanding** of Extended Content Standard Objectives. These students

- Identify an Alternative source of energy

Idaho Alternate Assessment for Science – 2009

Grade 7 Proficiency Level Descriptors

Below Basic

In the area of Nature of Science, seventh grade students typically performing at the Below Basic level demonstrate **very little or no understanding** of Extended Content Standard Objectives.

These students

- Demonstrate how small systems contribute to the function of the whole.
- Identify observation data to use in defensible inferences.

In the area of Physical Science, seventh grade students typically performing at the Below Basic level demonstrate **very little or no understanding** of Extended Content Standard Objectives.

These students

- Identify the properties of matter.

In the area of Biology, seventh grade students typically performing at the Below Basic level demonstrate **very little or no understanding** of Extended Content Standard Objectives. These students

- Identify that energy stored in food is primarily derived from the sun.
- Communicate how dominant and recessive traits are inherited.

In the area of Earth Science, seventh grade students typically performing at the Below Basic level demonstrate **very little or no understanding** of Extended Content Standard Objectives.

These students

- Illustrate the water cycle and its relationship to weather and climate.

In the area of Personal and Social Perspectives on Technology, seventh grade students typically performing at the Below Basic level demonstrate **very little or no understanding** of Extended Content Standard Objectives. These students

- Identify an Alternative source of energy

Idaho Alternate Assessment for Science – 2009

Grade 10 Proficiency Level Descriptors

Advanced

Tenth grade students typically performing at the Advanced level demonstrate an **understanding of almost all** of the assessed Extended Content Standards based upon a combination of accuracy and independence.

In the area of Nature of Science, these students

- Demonstrate understanding of a system.
- Measures changes that can occur in and among systems.

In the area of Physical Science, these students

- Identify matter that has basic electrical properties.
- Identify a chemical reaction.

In the area of Biology, these students

- Identify the sun as the primary source of energy for life.
- Identify different functions of particular cell structures.

In the area of Earth Science, these students

- Show how interactions between the solid earth, oceans, atmosphere, and organisms have changed the earth over time.

In the area of Personal and Social Perspectives on Technology, these students

- Identify common environmental issues with water, air quality, or trash.

Idaho Alternate Assessment for Science – 2009

Grade 10 Proficiency Level Descriptors

Proficient

Tenth grade students typically performing at the Proficient level demonstrate an **understanding of most** of the assessed Extended Content Standards based upon a combination of accuracy and independence.

In the area of Nature of Science, these students

- Demonstrate understanding of a system.
- Measures changes that can occur in and among systems.

In the area of Physical Science, these students

- Identify matter that has basic electrical properties.
- Identify a chemical reaction.

In the area of Biology, these students

- Identify the sun as the primary source of energy for life.
- Identify different functions of particular cell structures.

In the area of Earth Science, these students

- Show how interactions between the solid earth, oceans, atmosphere, and organisms have changed the earth over time.

In the area of Personal and Social Perspectives on Technology, these students

- Identify common environmental issues with water, air quality, or trash.

Idaho Alternate Assessment for Science – 2009

Grade 10 Proficiency Level Descriptors

Basic

Tenth grade students typically performing at the Basic level demonstrate a **limited understanding of some** of the assessed Extended Content Standards based upon a combination of accuracy and independence.

In the area of Nature of Science, these students

- Demonstrate understanding of a system.
- Measures changes that can occur in and among systems.

In the area of Physical Science, these students

- Identify matter that has basic electrical properties.
- Identify a chemical reaction.

In the area of Biology, these students

- Identify the sun as the primary source of energy for life.
- Identify different functions of particular cell structures.

In the area of Earth Science, these students

- Show how interactions between the solid earth, oceans, atmosphere, and organisms have changed the earth over time.

In the area of Personal and Social Perspectives on Technology, these students

- Identify common environmental issues with water, air quality, or trash.

Idaho Alternate Assessment for Science – 2009

Grade 10 Proficiency Level Descriptors

Below Basic

Tenth grade students typically performing at the Below Basic level demonstrate **little or no understanding of any** of the assessed Extended Content based upon a combination of accuracy and independence.

In the area of Nature of Science, these students

- Demonstrate understanding of a system.
- Measures changes that can occur in and among systems.

In the area of Physical Science, these students

- Identify matter that has basic electrical properties.
- Identify a chemical reaction.

In the area of Biology, these students

- Identify the sun as the primary source of energy for life.
- Identify different functions of particular cell structures.

In the area of Earth Science, these students

- Show how interactions between the solid earth, oceans, atmosphere, and organisms have changed the earth over time.

In the area of Personal and Social Perspectives on Technology, these students

- Identify common environmental issues with water, air quality, or trash.

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SUBJECT

Proposed Rule – IDAPA 08.02.03.107, Rules Governing Thoroughness - Middle Level Credit System

REFERENCE

December 4, 2008 Update from the Middle Level Task Force. This was an information item.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-105, 33-107, 33-1612, Idaho Code

BACKGROUND/DISCUSSION

The Middle Level Task Force was created in May 2007 as a result of the State Board of Education's High School Redesign efforts and recommendation for a committee to examine middle school issues. During the course of the task force's work, the committee heard presentations and explored and evaluated topics and potential solutions relating to increasing rigor, relevance, relationships and responsibility at the middle level. The task force has focused on the following areas: Accountability, Transitions, Curriculum, Intervention and Leadership.

Two goals of the task force were to ensure all students are prepared to be successful in high school and to increase academic engagement and student accountability for middle school students through a relevant and rigorous curriculum. Desired outcomes included ensuring all students are prepared to be successful in high school and beyond and to improve student preparation for high school and post-secondary education. To achieve these goals and work toward the desired outcomes, the Middle Level Task Force determined that students need to be introduced to the language and concept of a credit system before entering high school.

The Middle Level Task Force recommends that school districts and charter schools be required to implement a credit system no later than seventh grade. The task force recognizes the need for flexibility for individual districts and schools to have credit requirements that can be fitted to their unique needs and structures and has kept this need at the forefront of their considerations.

The task force recommends that the minimum requirements be as follows:

- A school district shall require a student to attain a minimum of 80% of their credits in order to be promoted to the next grade level.
- Students will not be allowed to lose a full year of credit in one academic area (i.e. a student would not be able to fail a full year of math).
- Students not meeting credit requirements will be given an opportunity to recover credits or complete an alternate mechanism in order to be eligible for promotion to the next grade level.
- Attendance is a factor either in the credit system or the alternate mechanism or both.

Although the middle level credit system in some respects is modeled after the high school graduation requirements, the task force did not recommend a specific number of credits for a student to earn before becoming eligible for promotion, but rather that a student attain 80% of their total credits taken. High school graduation requires an accumulation of credits over a number of years to reach the goal of graduation, and the middle level credit system requires an attainment within a single year to reach the goal of grade level promotion. These goals are shorter-term and allow for flexibility for districts in designing their credit system whether they want to go by quarters, semesters or trimesters. The district will determine total number of credits to be taken. The intention is to introduce students to the concept of credits and accountability that await them at the high school level.

The provision that students will not be allowed to lose a full year of credit in one area is meant to apply only to courses taken for a full year. Many middle school curricula include what are commonly referred to as “exploratory” courses that a student may only take for a single quarter or trimester. The recommendation is that the provision does not apply to these classes that a student only takes for part of a year; the task force recognized the additional complexities and challenges that would be inherent in attempting to address credit recovery in courses taken for such a short amount of time. The task force did not want to limit this provision to apply only to the core courses because classes such as physical education (PE) that are taken for a full year are important, and a student should be equally accountable for their performance and dedication to these classes as well. In combining the 80% of total credits and the provision that students will not be allowed to lose a full year of credit in a single area, it could be possible that a student attains 85% of their total credits, but would not be eligible for grade level promotion because the student didn’t earn any credits in math.

The task force recommendation regarding the inclusion of attendance as an element is two-fold in that attendance at the middle level is essential as it often affects students’ performance in class, and as a required element of the credit system and/or alternate mechanism it prepares students for the increased accountability for attendance at the high school level. Examples of how schools have implemented attendance strategies will be provided as part of the technical assistance offered by state (see below).

The alternate mechanism is necessary for students who may not meet the credit requirements. The alternate mechanism is intended to not only give districts flexibility within the requirements but also to allow flexibility for individual student needs. The alternate mechanism is not required to be uniform for all schools and students. Local school districts and schools are encouraged to be creative in designing an alternate mechanism and incorporate different measures based on the individual student’s needs and the different opportunities available in each

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community. The language for this section of the rule is directly modeled after the rule for high school graduation requirements.

The Department of Education will provide technical assistance to middle schools in meeting these requirements primarily through the State Department of Education website which will include examples of credit systems that are already in place and meet the minimum requirements, examples and ideas for alternate mechanisms and credit recovery, frequently asked questions as well as information and explanations of the task force's other recommendations. The foundation for the website is available at www.sde.idaho.gov/site/middlelevel

The expected implementation is for the 2010-2011 school year. The effective date of this rule would be July 1, 2010 if approved by the State Board of Education and after review by the Idaho Legislature.

The issue of additional funding for districts was considered for development and implementation of a middle level credit system as well as address the issue of retention. It was noted that current schools using credit systems were able to develop them without additional state funds dedicated to this purpose. Examples of credit systems and some retention strategies are available on the SDE website and the flexibility in building credit systems and alternate mechanisms are also meant to alleviate some of this concern.

IMPACT

By the 2010-2011 school year, all LEA's and schools and charter schools would be required to develop and implement a credit system starting no later than the seventh grade (i.e. students entering the seventh grade in 2010 will be required to meet credit requirements or complete an alternate mechanism to be promoted to the eighth grade in 2011).

ATTACHMENTS

Attachment 1 – Proposed Change to IDAPA 08.02.03.107

Page 5

Attachment 2 – Frequently Asked Questions

Page 7

STAFF COMMENTS AND RECOMMENDATIONS

The current proposed rule language requires additional development to clarify meaning in regards to the credit requirements and 80% attainment. Once approved by the Board as a proposed rule the Department will collect feedback from stakeholder groups and work with Board staff to further develop the prior to final approval by the Board as a pending rule.

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BOARD ACTION

A motion to approve the proposed rule IDAPA 08.02.03.107, Rules Governing Thoroughness, Middle Level Credit Requirements as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**IDAHO ADMINISTRATIVE CODE
State Board of Education**

**IDAPA 08.02.03
Rules Governing Thoroughness**

08.02.03 Rules Governing Thoroughness

107. ~~RESERVED~~ Middle Level Credit Requirements

A school district or LEA must implement a credit system no later than grade seven. The local school district or LEA may establish credit requirements beyond the state minimum. (7-01-10)

01. Credit Requirements. The credit system shall require students to attain a minimum of eighty percent (80%) of the total credits attempted before the student will be eligible for promotion to the next grade level. A student must attain, at a minimum, a portion of the total credits attempted in each area in which credits are attempted except for areas in which instruction is less than a school year. (7-01-10)

02. Credit Recovery. A student who does not meet the minimum requirements of the credit system shall be given an opportunity to recover credits or complete an alternate mechanism in order to become eligible for promotion to next grade level. (7-01-10)

03. Attendance. Attendance shall be an element included in the credit system, alternate mechanism or both. (7-01-10)

04. Alternate Mechanism. A school district or LEA may establish an alternate mechanism to determine eligibility for grade level promotion. The alternate mechanism shall require a student to demonstrate proficiency of the appropriate content standards. (7-01-10)

05. Special Education Students. A student who is eligible for special education services under the Individuals with Disabilities Education Improvement Act may, with the assistance of the student's Individualized Education Program (IEP) team, outline alternate requirements or accommodations to credit requirements as determined by the IEP team and are deemed necessary for the student to complete credit requirements for promotion to the next grade level. (7-01-10)

06. Limited English Proficient (LEP) students. Limited English Proficient (LEP) students, as defined in Subsection 112.04(d)(iv) may, with the assistance of the student's Educational Learning Plan (ELP) team, outline alternate requirements or accommodations to credit requirements as determined by the ELP team and are deemed necessary for the student to complete credit requirements for promotion to the next grade level. (7-01-10)

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Middle Level Credit System FAQ's

When will the requirements for the credit system take effect?

Districts will be required to implement the credit system in the fall of 2010 for the 2010-11 school year. Starting no later than the seventh grade, students must be required to earn at least 80% of their total credits for the school year in order to be promoted to the next grade level. A student will not be allowed to lose a full year of credit in one subject area (i.e. a student would not meet the requirements if they attained at least 80% of the total credits taken, but did not earn any of the credits they took in math). The subject area requirement does not apply to course often referred to as "exploratory courses" that are taken only for a single quarter, trimester or semester. The additional complexities and challenges in attempting to address credit recovery in courses taken for such a short amount of time were recognized in exempting these courses from the subject area requirement. Nothing prevents a district from requiring a student to earn credit in these classes as well; the state only sets the minimum requirements. The task force did not want to limit this provision to apply only to the "core" courses because classes such as physical education (PE) that may be taken for a full year are not less important, and a student should be equally accountable for their performance and dedication to these classes as well.

Our district already requires students to earn more than 80% of their credits, do we have to change it to 80%?

No. A district or LEA may establish credit requirements beyond the state minimum.

How do the 80% requirement and not losing credit in a single subject work together?

It could be possible that a student attains 85% of their total credits, but would not be eligible for grade level promotion because the student didn't earn any credits in math. This student would need to complete a form of credit recovery (or an alternate mechanism) in math in order to attain some credits in math and become eligible for promotion.

What happens if a student doesn't meet the credit requirements?

A district or LEA must allow a student an opportunity to recover credits or complete an alternate mechanism to become eligible for promotion to the next grade level. There is no prescribed form for credit recovery and a district may utilize multiple methods and strategies. Credit recovery does not have to be uniform for all students and can be customized to fit an individual student's learning style and environment. Resources and ideas for credit recovery are available on the State Department of Education's website.

What is an alternate mechanism? How is it different than credit recovery?

A district may implement an alternate mechanism for grade level promotion for a student who may not meet the requirements of the credit system. The alternate mechanism allows a student to demonstrate proficiency in the appropriate content standards. This can apply to all courses of study or to specific subject areas in which a student may not be earning credits. Credit recovery is a narrower focus on a particular course or actions that caused or is leading to credit loss. An alternate mechanism or

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credit recovery does not have to wait to be implemented until credit loss has already occurred. Schools are encouraged to intervene early and often when it starts to emerge that a student may not meet their credit requirements.

What equals a credit?

The formula for credits is determined at the local level. The requirements for the credit system are meant to maximize the local control and flexibility to make a credit system the most effective for each community. Some examples of credit systems that are currently in use in Idaho and meet the new requirements for middle level accountability are available at the SDE's website.

What is the minimum attendance requirement?

The requirement is that the LEA or charter school includes attendance as a factor in the credit system or in the mechanism for credit recovery or in both if the district chooses. Attendance in the middle grades is essential as it often affects students' performance in class, their ability to access and engage with a relevant and rigorous curriculum, and their preparation to be successful in meeting the requirements of high school and beyond.

What about funding for credit recovery and possible retention?

No specific funding is being requested to assist with credit recovery or retention, however the requirements have been designed to allow flexibility so that districts can use opportunities and resources already available to them to help address these needs such as remediation dollars and opportunities and the Idaho Math Initiative. Examples and ideas are available on the SDE website.

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SUBJECT

Creation of a State Board Subcommittee to review Restructuring Plans

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8.
Section 33-3717, Idaho Code

Idaho Administrative code, IDAPA 08.02.04 – Section 112, Accountability

BACKGROUND/DISCUSSION

Idaho currently has 20 schools in year five of needs improvement. When a school reaches year five the school district/LEA must develop a plan for restructuring that includes substantial changes. Until the plan is approved by the state or the school makes adequate yearly progress (AYP) for two years in a row, the sanctions (professional development, choice, supplemental education services) stay in effect.

IMPACT

Until a school either makes AYP for two years in a row or is considered restructured the school district/LEA must set aside up to 20 percent of that school's Title I funds for the purposes of professional development, school choice, and supplemental education services.

Idaho has one uniform accountability system so schools that do not receive federal funds are also subject to the same sanctions. States have the right to decide whether or not schools have shown evidence of substantial change (restructuring). Approval by a Board Subcommittee would allow schools more flexibility in terms of the use of their financial resources, according to the Elementary and Secondary Act of 2001.

The State Board of Education would appoint Subcommittee members and the State Department would work with schools and districts to prepare restructuring plans and gather evidence for review. The State Board of Education is the SEA and required under the Elementary and Secondary Act of 2001 to carry out these duties.

ATTACHMENTS

Attachment 1 – Description of Request

Page 3

Attachment 2 – Restructuring Rubric

Page 5

BOARD ACTION

A motion to approve the request by the State Department of Education for the State Board of Education to appoint a subcommittee to review restructuring plans.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Accountability Advisory Panel
Subcommittee of the Idaho State Board of Education

Purpose: Approval and authorization of Local Education Agency and School Restructuring Plans

Subcommittee Membership: Appointed by the State Board of Education. Possible members may include a State Board Member, LEA superintendent, district level administrator, building leader, parent, higher education representative, State Department of Education staff, community member.

Process: Ultimately the responsibility for improvement is at the local level. The state oversees the process to ensure that the process meets compliance with both federal law and State Board Rule and provides when necessary technical assistance and system of support.

LEAs are not required to restructure, however when they are identified as in “need of improvement” they are required to set aside a portion of their Title I-A funds for professional development, school choice, and supplemental education services. At this time districts may only reallocate those funds when they meet AYP in all indicators for two years in a row. If districts choose to they could seek approval of their restructuring/improvement plan but having their local board of trustees apply on behalf of the district. If approved the districts would have the ability to use their Title I-A funds without the sanctions identified by NCLB.

Schools are required to restructure if they have missed AYP for more than five years. Districts could apply on behalf of their individual schools for authorization and approval of their restructuring plan. Schools cannot apply directly. The request for approval must come from the LEA.

Basis of Approval: Both district and schools would need to present a portfolio of improvement activities that would include (but not be limited to):

- An School Improvement Plan approved by the State Department of Education
- Action Plans completed for each of the subgroups identified for AYP
- Demonstrated progress towards improvement (reduction in the number of indicators missed, or significant growth in percentage of students in the identified indicator)
- Evidence of a change in:
 - Curricular materials
 - Instructional Strategies
 - Extended learning opportunities
 - Resource allocation
 - Personnel
 - Participation in state or district sponsored improvement efforts (Principal Academy of Leadership I or II, Idaho Building Capacity, Response to Intervention, SIOP, LEP Grants, etc.)

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- Adoption of a research-based model of improvement (High Schools That Work, Making Middle Grades Work, etc.)

Method of Evaluation: The portfolios would be assessed using the Restructuring Rubric approved by the State Board of Education in January of 2007

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Rubric for Evaluating Restructuring Plans

Evaluate each of the ten parts separately. Indicate whether the proposal Does Not Meet Standards, Meets Standards, or is an Exemplary plan. Give each question a total number of points that reflects the evaluation. In the comments section list any additional information that would help the school/district strengthen the proposal.

Part I: Purpose

The statement of purpose is specified in No Child Left Behind (NCLB) guidance. All plans will have the same purpose. The exact language in the statute is: The plan has a comprehensive design for effective school functioning, including instruction, assessment, classroom management, professional development, parental involvement, and school management, that aligns the school's curriculum, technology, and professional development into a schoolwide reform plan designed to enable all students—including children from low-income families, children with limited English proficiency, and children with disabilities—to meet challenging State and local content and performance standards. The design directly addresses needs that have been identified through a school needs assessment.

Directions to the Reviewers: Score this section last. Once you have reviewed the entire plan use this section to evaluate the alignment and cohesiveness of parts II – X. Use such guiding questions as:

- Does the plan articulate how each of the individual pieces fit into the identified goals for meeting adequate yearly progress (AYP)?
- Does it adequately address the needs of all students, as well as the sub population identified as needs improvement?
- Do they appear to have consensus from stakeholders in terms of the method they have chosen to employ to increase student achievement?

Feel free to add comments or recommendations for improving the quality and/or cohesiveness of the plan.

Does not meet standard	Meets standard	Exemplary plan
0-2	3-4	5

Please enter comments on summary scoring page at the end of this document.

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Part II: Needs Assessment

Does the plan include a summary of their needs assessment? Does it include data on student achievement and demonstrate evidence of data collection for each of the other eight areas? Is there evidence that they have collected data on:

- Current system of monitoring school improvement activities
- How the school/district is evaluating their current instructional methods and strategies for extended time
- Current method of progress monitoring
- Current method for evaluating classroom management
- Existing plan for evaluating professional development/mentoring program
- Present level of parent/community involvement
- Existing method of administrative management/oversight of activities related to student achievement
- Present practices in terms of coordinating resources of state and local funding.

In their restructuring plans, the schools/districts were asked to write with these guiding questions in mind:

- Have you articulated a plan assessing staff support for overcoming the barriers to the rigorous task of meeting the goals of NCLB?
- Are the goals and benchmarks clear to all stakeholders?
- Is your School Restructuring Plan one more initiative in a long list of “must do’s” or is it a shared priority for staff, students and community?
- Have you clearly presented student achievement data?
- Have you used your data to reveal the areas that need attention?
- Have you specifically reviewed and analyzed the data for children from low-income families, children with limited English proficiency and children with disabilities?
- Have you examined the materials that you use for core curriculum instruction to verify that they are scientifically-based research (SBR) and the best that you can find?
- Have you examined the materials that you have and identified other SBR materials that will support interventions?
- Have you identified gaps or weaknesses in instructional practice of your staff to address the need above?
- Will it be necessary to provide training in the use of new curricular materials identified for core curriculum or intervention?
- How will you adjust the learning experience for those students who will be identified as needing additional support?
- Have you clearly presented the data to inform other areas identified for improvement (for example, classroom management, professional development, etc)?

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- Have you included data to support all of the planned activities?
- Have you identified areas for which you will be collecting data for the first time?
- Have you determined the needs for curricula for benchmark, strategic and intensive learners, not just those targeted for AYP?
- Have you determined how much technical support and professional development your staff will require to make the changes you are planning?

Does not meet standard	Meets standard	Exemplary plan
0-2	3-4	5

Please enter comments on summary scoring page at the end of this document.

Part III: Evaluation Strategies: Monitoring Implementation of This Plan

This section of the plan should include current student achievement data and a well-articulated plan for monitoring the implementation of the school/district restructuring plan. It should include a description of the goals, activities, a timeline and measurable outcomes. It should include a plan for measuring the outcomes that will indicate that the school/district is progressing toward improving student achievement.

In their restructuring plans, the schools/districts were asked to write with these guiding questions in mind:

- Have you established criteria for knowing that you are making a difference?
- Have you established criteria for monitoring the staff support of the plan?
- Does your monitoring system address all of the nine essential topics?
- Have you established criteria for formative evaluation throughout the year?
- Does the assessment component inform the evaluation of implementation?
- Is there a plan to monitor the quality of implementation of new curricular and intervention materials?
- Does your plan include a timeline of checkpoints to monitor goals and activities?
- Does your timeline include celebrations of success?
- Do you have a plan for addressing implementation barriers among all stakeholders?
- Does your monitoring plan include shared leadership?

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Does not meet standard	Meets standard	Exemplary plan
0-2	3-4	5

Please enter comments on summary scoring page at the end of this document.

Part IV: Instruction: Instructional Methods, Strategies and Extended Instructional Time, Curriculum Materials

This component of your plan describes the system in place and the proposed changes the school/district will make in the core curriculum of math and reading (Tier 1). Particular attention should have been given to how the assessment plan creates a safety net that triggers (Tier 2) interventions for students who are identified as needing additional practice, time, and/or instruction. A third tier (Tier 3) will allow for those students that require intensive intervention to bring them to grade level and maintain their achievement. These interventions should be described in terms of time, materials, instructional strategies and personnel resources.

In their restructuring plans, the schools/districts were asked to write with these guiding questions in mind:

- Does the assessment plan produce data that continuously inform administrators, teachers, staff and parents about the achievement of students?
- Does your existing assessment plan properly identify students in need of intervention?
- Have you identified the core and intervention materials that will meet the needs of students?
- Have you documented the research base of selected interventions that shows evidence of success with the students?
- Does the schedule create time for students in need of additional scaffolding and support?
- Does your instructional staff collaborate to provide support to one another and to provide appropriate and timely interventions?
- Are your most skillful teachers providing instruction to the students most at-risk?
- Have you aligned the support and specialist staff to support all learners (including counselors, para pros, SpEd, TI, etc.)?
- Do you have a plan for planning time, professional development and appropriate follow through support as you consider changes in time, materials, strategies and resources?
- Who will manage the interventions, data collection and monitoring of the fidelity of implemented programs and materials?
- Who will monitor placement of students in interventions and plan for transitioning them out of interventions appropriately?

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- Is your instructional plan coherent?
- Does your plan adequately address the students who are at and above grade level?

Does not meet standard	Meets standard	Exemplary plan
0-2	3-4	5

Please enter comments on summary scoring page at the end of this document.

Part V: Assessment Plan

The assessment piece of the School/District Restructuring Plan should include regular progress monitoring of students in either Tier 2 (strategic) or Tier 3 (intensive) instruction. When reviewing the plan consider whether or not the proposed system of data collection will identify needs for adjustment in instruction in a timely manner. It should also include an ongoing method of data analysis among all staff, building and district level leadership.

In their restructuring plans, the schools/districts were asked to write with these guiding questions in mind:

- Does your assessment plan utilize data to identify program weakness?
- Does your assessment plan utilize data to evaluate the efficacy of interventions?
- Does your assessment plan utilize data to identify individual student needs?
- Does your assessment plan differentiate the regularity of assessment for at and above grade-level (benchmark), near grade-level (strategic learners), and students who are one or more grade-levels behind (intensive)?
- Have you linked instructional decision-making to the continuous assessment plan?
- How will your assessment information be shared with parents?

Does not meet standard	Meets standard	Exemplary plan
0-2	3-4	5

Please enter comments on summary scoring page at the end of this document.

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Part VI: Classroom Management

The plan should include a methodology for collecting current classroom management practices. It may also contain information regarding professional development in the area of management techniques provided at either the district or school level. A description of district/school administrator's knowledge of positive behavior supports would strengthen the proposal.

In their restructuring plans, the schools/districts were asked to write with these guiding questions in mind:

- Have you assessed the consistency of management procedures across all classrooms?
- Is your schoolwide management plan clear to all stakeholders?
- Is there agreement about the expectations for behavior?
- Do *all staff* members take responsibility for *all students*?

Does not meet standard	Meets standard	Exemplary plan
0-2	3-4	5

Please enter comments on summary scoring page at the end of this document.

Part VII: Professional Development & Mentor Program

Professional development and mentoring are not optional. They should be a cornerstone of the plan for restructuring the school and should exist at all levels within the district and school. If the proposal includes adopting new curricula material, the plan must address the duration of professional development and include opportunities for follow up training and on-site coaching by either district staff or consultants.

In their restructuring plans, the schools/districts were asked to write with these guiding questions in mind:

- Have you provided adequate training in the use of selected materials and strategies?
- Have you assessed expertise with existing programs in case retraining is needed?
- Have you provided on-going training for sustainability?
- Does your plan include regularly scheduled time for collaboration and mentoring?
- Does your plan support a continuous conversation of rigor?

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- Is your administrator prepared to differentiate professional development for individual teachers?
- Do you have district support to maintain your professional development plan?
- Do you include measurable outcomes for professional development and mentoring to monitor their quality?

Does not meet standard	Meets standard	Exemplary plan
0-2	3-4	5

Please enter comments on summary scoring page at the end of this document.

Part VIII: Parental and Community Involvement

School/district plans should include specific objectives and activities designed to increase parent and community involvement. The plan should include both school/district wide objectives as well as objectives targeted towards particular community members.

In their restructuring plans, the schools/districts were asked to write with these guiding questions in mind:

- Have you considered two-way communication with parents?
- Will parent workshops be designed to support student learning and parent/community involvement?
- Do your volunteering opportunities recognize and include more than the typical in-school helper model?
- Does your homework policy include more than the typical extension or practice of schoolwork? Are assignments designed to involve family and community outside the school?
- Is there a place for sharing decision-making with parents and community? Are the shared decisions meaningful, and is parental input considered routinely in all important school-based decisions?
- How can your school interact with the community of parents, families, neighborhoods and business partners who share an interest in the success of your school?
- Explain specifically how each parental/community involvement goal contributes directly to supporting student academic achievement.

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Does not meet standard	Meets standard	Exemplary plan
0-2	3-4	5

Please enter comments on summary scoring page at the end of this document.

Part IX: School Management

School/district restructuring plans must include a method for continuous improvement and shared leadership. When reviewing the plan consider whether or not the proposed are sustainable.

In their restructuring plans, the schools/districts were asked to write with these guiding questions in mind:

- What changes have occurred as your school has shifted focus to high achievement for all students?
- Who makes decisions about curricula, interventions, instructional grouping, as well as before and after school interventions?
- How do parents and community members contribute to resolving management challenges?
- How does management maintain staff members' support for all students?

Does not meet standard	Meets standard	Exemplary plan
0-2	3-4	5

Please enter comments on summary scoring page at the end of this document.

Part X: Coordination of Resources (Budget)

When reviewing this section of the plan, pay particular attention to braiding of funding. In other words if math has been identified as a goal, is the school/district using all sources of funding to improve math instruction? Verify that purchases of new curricula materials and/or professional development opportunities have been included in the budget and the narrative.

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In their restructuring plans, schools/districts have been asked to use these requirements as they develop their budgets:

- Prepare a thorough budget for the project. The budget for the first year of the project should be particularly detailed, but expenditure plans for the second year of the project should also be presented.
- The budget should clearly identify how the school restructuring plan would be expended. In addition, the source and amounts of other funds needed to operate the project should be presented.
- A budget narrative describing the basis for determining the amounts shown in the budget must also be included. The budget and the budget narrative should reflect the coordinated use of resources described in the program narrative. The use of funds requested for administration, technical assistance and evaluation activities, if any, should be described. If school improvement funds are to be used for administrative costs, those costs may not exceed five percent (5%) of school improvement funds in any year. The budget narrative may be single-spaced, but must not exceed three (3) pages.

Does not meet standard	Meets standard	Exemplary plan
0-2	3-4	5

Please enter comments on summary scoring page at the end of this document.

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Summary Scoring Page

General Comments:

(Enter School Name and District)	Does not meet standard	Meets standard	Exemplary plan	
	0-2	3-4	5	
I. Purpose				
II. Needs Assessment				
III. Evaluation Strategies: Monitoring Implementation of This Plan				
IV. Instruction: Instructional Methods, Strategies and Extended Instructional Time				
V. Assessment Plan				
VI. Classroom Management				
VII. Professional Development & Mentor Program				
VIII. Parental and Community Involvement				
IX. School Management				
X. Coordination of Resources (Budget)				
Total				
XI. PAL +10				
XII. RBM +10				
XIII. Other (specify)				
Total				

Please provide clarifying comments with your scoring when appropriate. These comments will be shared with schools to assist in improving future plans. Use additional pages as necessary.

- I.
- II.
- III.
- IV.
- V.
- VI.
- VII.
- VIII.
- IX.
- X.

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**Restructuring Rubric
for Idaho Local Education Agencies and Schools**

	Minimum Sub group Indicators (One to three indicators in one student category {SWD, LEP, etc.} or AYP {Math, Reading, etc.})	Systemic Indicators (multiple student, multiple years and/or multiple AYP categories as determined by the LEA or SDE approved Review Team)
Self Assessment (Policies)	<ul style="list-style-type: none"> • District Team + SDE approved consultant to facilitate review process • Analysis of special circumstances • Curriculum Review • Instructional Review • Assessment Review • Data Utilization Assessment • Review of Instructional Schedule <ul style="list-style-type: none"> ◦ What are your goals and objectives, are you placing your staff in the correct areas to meet your goals and objectives? • Proof that the School Improvement Plans are developed by a committee, reviewed at the district level and submitted to the State for approval <ul style="list-style-type: none"> ◦ School must show adherence to plan during visit • Findings presented and approved by local school board¹ 	<ul style="list-style-type: none"> • Disaggregate data even when “n” is under 34 and evaluate impact • District Team + SDE approved consultant to facilitate review process + School Improvement Coach to assist in facilitating change² • Analysis of special circumstances • Curriculum Review • Instructional Review • Assessment Review • Data Utilization Assessment • Review of Instructional Schedule <ul style="list-style-type: none"> ◦ What are your goals and objectives, are you placing your staff in the correct areas to meet your goals and objectives • Proof that the School Improvement Plans are developed by a committee, reviewed at the district level and submitted to the State for approval <ul style="list-style-type: none"> ◦ School must show adherence to plan during visit • Potential SDE Supported Integrated Review³ • Findings presented and approved by local school board
Funding <ul style="list-style-type: none"> • Technical Support • Professional Development • Curriculum/Materials 	<ul style="list-style-type: none"> • Funding Audit • Identify redistribution of funding to address area indicated by AYP 	<ul style="list-style-type: none"> • Funding Audit • Identify redistribution of funding to address area indicated by AYP. • Target funds to implement a Scientifically Based Research School Improvement Model identified by SDE/OSBE • Based on potential SDE Supported Integrated Review, funding is targeted at systemic needs/changes.

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Governance Structure	<ul style="list-style-type: none"> • District Team + SDE approved consultant develop restructuring plan based on information gathered from self assessment and funding audit. <ul style="list-style-type: none"> ○ Restructuring plan must contain restructuring policy, practices and procedures as needed to address area indicated by AYP ○ Include methods of collaboration and address at least one option for restructuring in accordance with the most recently approved NCLB Non-Regulatory Guidance for LEA and School Improvement • Review District Master Contract for language, procedures and policies that directly impact a schools ability to restructure and otherwise comply with the requirements of Title I • Include a process by which School District Patrons are informed of the Restructuring efforts 	<ul style="list-style-type: none"> • District Team + SDE approved consultant + School Improvement Coach develop restructuring plan based on information gathered from self assessment and funding audit. <ul style="list-style-type: none"> ○ Restructuring plan must contain restructuring policy, practices and procedures as needed to address area indicated by AYP ○ Include methods of collaboration and address at least one option for restructuring in accordance with the most recently approved NCLB Non-Regulatory Guidance for LEA and School Improvement • Review District Master Contract for language, procedures and policies that directly impact a schools ability to restructure and otherwise comply with the requirements of Title I • Include a process by which School District Patrons are informed of the Restructuring efforts
Professional Development	<ul style="list-style-type: none"> • Ongoing training for both staff and administration specific to curriculum, instruction and assessment review findings that match the identified sub group for AYP • Training should focus on building capacity within the school and or district to sustain the fundamental change • District sponsored professional development should be tied to schools curriculum, instruction and assessment review findings that match the identified sub group for AYP 	<ul style="list-style-type: none"> • Ongoing training for both staff and administration specific to curriculum, instruction and assessment review findings that match the identified sub group for AYP • Training should focus on building capacity within the school and or district to sustain the fundamental change • District sponsored professional development should be tied to schools curriculum, instruction and assessment review findings that match the identified sub group for AYP

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Improvement Efforts	Implement scientifically based research improvement model, curriculum, etc. associated with increased student achievement for that student type – must choose from SDE approved menu <ul style="list-style-type: none">○ This must be a school or LEA wide implementation requiring significant change in governance, structure, etc. Must choose from SDE approved menu^{4 5}	<ul style="list-style-type: none">• Implement scientifically based research improvement model, curriculum, etc. associated with increased student achievement for that student type – must choose from SDE approved menu<ul style="list-style-type: none">○ This must be a school or LEA wide implementation requiring significant change in governance, structure, etc. Must choose from SDE approved menu
Evidence of Improvement <ul style="list-style-type: none">• Include school and district	<ul style="list-style-type: none">• The Readiness to Benefit Surveys will give schools an opportunity to share:<ul style="list-style-type: none">○ Improvement Plans from earlier years showing significant changes and evidence of success○ ‘Stories behind the data’ to illustrate progress in AYP indicators○ Data across indicators shows improvement in student achievement (define amount of improvement)○ Level of involvement of stakeholders in district/school self assessment, planning and implementation of improvement plan.• Readiness to Benefit Surveys will be submitted to the State Department of Education	

¹ Board minutes must prove that plans and findings have been presented, reviewed and approved by the local School Board for both Minimum and Systemic Indicators.

² SDE approved consultant and School Improvement Coach are approved by and report directly to the local school board for both Minimum and Systemic Indicators.

³ The State Department of Education reserves the right to conduct an integrated review after reviewing the restructuring plan for schools with Systemic Indicators.

⁴ An LEA has the final decision to follow and implement restructuring plans but the State Department of Education reserves the right to withhold Federal Funds from a LEA who chooses not to do so for both Minimum and Systemic Indicators.

⁵ Appeals and petitions for restructuring will be submitted to the SDE and considered by the State Board of Education as is outlined in the Adequate Yearly Progress Accountability Procedures for Idaho Local Education Agencies & Schools for both Minimum and Systemic Indicators.

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**STATE DEPARTMENT OF EDUCATION
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SUBJECT

2008-2009 Accreditation Summary Report of Idaho Schools

REFERENCE

August 20, 2008

M/S (Luna/Edmunds): To approve the 2007-2008 Accreditation Final Summary Report of Idaho Schools as submitted. Motion carried unanimously.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Rules Governing Uniformity, 08.02.02.140
Section 33-119, Idaho Code

BACKGROUND/ DISCUSSION

According to IDAPA 08.02.02.140, all public secondary schools, serving any grade(s) 9-12, will be accredited. Accreditation is voluntary for elementary schools, grades K-8, and private and parochial schools (Section 33-119, Idaho Code). Schools will meet the accreditation standards of the Northwest Association of Accredited Schools and an annual accreditation report will be submitted to the State Board of Education.

To receive accredited status for the 2008-2009 school year, schools serving grades 9-12 and those other schools that wish to be accredited were required to submit a Northwest Association of Accredited Schools (NAAS) Annual Report or an Initial Application for Membership. The Idaho NAAS Committee, which represents each region of the state, met on October 22nd and 23rd to review the Annual Reports and recommend accreditation approval ratings for each school, state institution and participating private school. The Committee recommends one of four ratings for schools:

1. **Approved**

A school is classified as "Approved" when it mostly meets the standards of the Association.

2. **Approved with Comment**

A school may be "Approved with Comment" when it has identified and is addressing standards that are "not presently met".

3. **Advised**

A school is classified as "Advised" when it fails to identify or is in the process of addressing standards that are "not presently met". Schools will also be placed on the "Advised" list when no observable effort has been made, by the second year, to identify or address standards that have been previously identified as "not presently met". An "Approved with Comment" classification need not precede an "Advised" classification.

Idaho schools not submitting an annual report on time may be placed on "Advised" Status.

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4. Warned Status

The Idaho State Northwest Advisory Committee (IDSAC), with support from the Idaho State Department of Education, will provide appropriate guidance based on the identified standards not met. A subcommittee of the IDSAC will identify the issues to be resolved, including a possible action plan to assist the schools. Site visits will be scheduled by the subcommittee to monitor progress. At the conclusion of the monitoring phase, a recommendation by the subcommittee will be made to the IDSAC regarding the future status of the school's accreditation. **Idaho schools not submitting an annual report on time may be placed on "Advised" Status.** A school is classified as "Warned" when a significant number of the standards are not "not presently met". A "Warned" classification is usually given after a school has been "Advised" and failure to meet the standard persists. A school may be moved from "Approved" to "Warned" when the failure to meet the standard is such that it should not be allowed to persist beyond the current year.

In accordance with IDAPA 08.02.02.140, an annual accreditation report will be submitted to the State Board of Education for approval. This report outlines the accreditation status of Idaho's schools that serve any grade(s) 9-12 as well as those elementary schools, schools serving grades K-8, private and parochial schools who wish to seek accreditation. The attached document serves as that report.

ATTACHMENTS

Attachment 1 – 2008-2009 Accreditation Summary Report of Idaho Schools

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BOARD ACTION

A motion to approve the request by the Northwest Association of Accredited Schools to approve the 2008-2009 Accreditation Summary Report of Idaho Schools as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**Accreditation Summary for the Northwest Association of Accredited Schools
June 2009 Commission Meeting**



State or Agency: IDAHO

ALL ACTIVE SCHOOLS (Alphabetical by category)

School Name	Address	City	Zip	Year Accredited	School Type	Class	STATUS	3rdParty
Idaho Digital Learning Academy	1906 S. Vista Ave	Boise	83705	2008	Distance Education	Pub	provisional	
Idaho Distance Education Academy	PO Box 338	Deary	83823	2007	Distance Education	Pub	accredited	
Idaho Virtual Academy	1965 South Eagle, Suite 190	Meridian	83642	2005	Distance Education	Pub	provisional	
INSPIRE, The Idaho Connections Academy	6128 W Fairview Ave, Suite A-1	Boise	83704	2006	Distance Education	Pub	provisional	DITS
iSucceed Virtual High School (INSIGHT)	8950 W. Emerald	Boise	83704	2008	Distance Education	Pub	provisional	
New Freedom Academy	1021 S Ammon Rd	Idaho Falls	83406	2006	Distance Education	Ind	provisional	
A. B. McDonald Elementary	2323 East D St	Moscow	83843	2002	Elementary	Pub	accredited	
Adventist Christian Academy	P O Box 50156	Idaho Falls	83405-0156	2002	Elementary	Ind	accredited	SDA
Beacon Christian School	615 Stewart Ave	Lewiston	83501-4698	2002	Elementary	Ind	accredited	SDA
Bellevue Elementary School	305 N 5th Street	Bellevue	83333	2007	Elementary	Pub	provisional	
Boise Valley Adventist School	925 N Cloverdale Rd	Boise	83713-8919	2002	Elementary	Ind	accredited	SDA

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Bruneau Elementary School	PO Box 158	Bruneau	83604	2007	Elementary	Pub	accredited	
Caldwell Adventist Elementary School	2317 Wisconsin	Caldwell	83605	2002	Elementary	Ind	accredited	SDA
Clearwater Valley Elementary School	PO Box 100	Kooskia	83539	2007	Elementary	Pub	provisional	
Cole Valley Christian Elementary School	8775 Ustick Road	Boise	83704	1995	Elementary	Ind	accredited	ACSI
CornerStone Christian Academy	810 N Chase	Post Falls	83854	2007	Elementary	Ind	provisional	
Cornerstone Christian School	P O Box 1877	Bonnors Ferry	83805	2002	Elementary	Ind	accredited	SDA
Ernest Hemingway Elementary School	111 W 8th St.	Ketchum	83340	2007	Elementary	Pub	provisional	
Falcon Ridge Charter School	278 S. Ten Mile Rd	Kuna	83634	2008	Elementary	Pub	provisional	
Grand View Elementary School	205 First Street	Grand View	83624	2007	Elementary	Pub	provisional	
Hailey Elementary School	520 S 1st Ave	Hailey	83333	2007	Elementary	Pub	provisional	
Holmes Elementary School	210 A Ave East	Wilder	83676	1997	Elementary	Pub	accredited	
J. Russell Elementary	119 N. Adams St	Moscow	83843	2002	Elementary	Pub	accredited	
Lena Whitmore Elementary	110 S Blaine St	Moscow	83843	2002	Elementary	Pub	accredited	
Marsing Elementary School	PO Box 340	Marsing	83639	1997	Elementary	Pub	accredited	
McCall Adventist Christian School	3592 Longview Rd	McCall	83638	2002	Elementary	Ind	accredited	SDA
North Valley Academy	202 14 th Ave. East	Gooding	83330	2008	Elementary	Pub	provisional	
Palouse Hills Adventist School	3148 Tomer Road	Moscow	83843	2002	Elementary	Ind	accredited	SDA
Pend Oreille Valley Adventist School	33820 Hwy 41	Oldtown	83822	2002	Elementary	Ind	accredited	SDA
Salmon Seventh-Day School	400 Fairmont	Salmon	83467	2002	Elementary	Ind	accredited	SDA
The Community Elementary School	P O Box 2118	Sun Valley	83353	2000	Elementary	Ind	accredited	PNAIS
Treasure Valley SDA School	P O Box 396	Payette	83661	2004	Elementary	Ind	accredited	SDA
West Park Elementary	510 Home St	Moscow	83843	2002	Elementary	Pub	accredited	

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School								
Woodside Elementary School	1111 Woodside Elementary Lane	Hailey	83333	2007	Elementary	Pub	provisional	
Aberdeen High School	PO Box 610	Aberdeen	83210	1939	High	Pub	accredited	
American Falls High School	2966 S Frontage Road	American Falls	83211-5404	1920	High	Pub	accredited	
ARTEC Regional Professional Technical Charter School	633 Fremont Ave	Rupert	83350	2007	High	Pub	provisional	
Arts West School for the Performing and Visual Arts	3415 W Flint Dr	Eagle	83616	2007	High	Pub	provisional	
Bear Lake High School	330 Boise St	Montpelier	83254	1930	High	Pub	accredited	
Bishop Kelly High School	7009 Franklin Rd	Boise	83709-0998	1964	High	Ind	accredited	
Blackfoot High School	870 South Fisher St	Blackfoot	83221-3305	1920	High	Pub	accredited	
Bliss School	601 E US Hwy. 30	Bliss	83314	1976	High	Pub	accredited	
Boise High School	1010 W Washington St	Boise	83702-5493	1918	High	Pub	accredited	
Bonn timers Ferry High School	6485 Tamarack Ln.	Bonn timers Ferry	83805-8539	1920	High	Pub	accredited	
Bonneville High School	3165 East Iona Rd	Idaho Falls	83401-1350	1934	High	Pub	accredited	
Borah High School	6001 Cassia St	Boise	83709	1958	High	Pub	accredited	
Buhl High School	525 Sawtooth	Buhl	83316	1920	High	Pub	accredited	
Burley High School	#1 Bobcat Blvd	Burley	83318-2105	1926	High	Pub	accredited	
Butte County High School	PO Box 655	Arco	83213	1951	High	Pub	accredited	
Caldwell High School	3401 South Indiana	Caldwell	83605	1918	High	Pub	accredited	
Camas County High School	PO Box 370	Fairfield	83327-0370	1954	High	Pub	accredited	
Cambridge Junior/Senior High School	PO Box 39	Cambridge	83610-0039	1960	High	Pub	accredited	
Canyon Springs High School	107 Poplar Street	Caldwell	83605	2007	High	Pub	provisional	

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Capital High School	8055 Goddard Rd.	Boise	83704	1965	High	Pub	accredited	
Cascade Jr./Sr. High School	PO Box 291	Cascade	83611-0291	1938	High	Pub	accredited	
Cassia Alternative High School	1010 W 17th St	Burley	83318	2007	High	Pub	provisional	
Centennial High School	12400 W. McMillan	Boise	83713	1987	High	Pub	accredited	
Central Academy High School	6075 N Locust Grove	Meridian	83648	2007	High	Pub	provisional	
Century High School	7801 Diamondback Drive	Pocatello	83204	1999	High	Pub	accredited	
Challis High School	PO Box 304	Challis	83226	1934	High	Pub	accredited	
Clark Fork Junior/Senior High School	121 E 4th	Clark Fork	83811	1972	High	Pub	accredited	
Clearwater Valley Junior/Senior High School	PO Box 130	Kooskia	83539	2007	High	Pub	provisional	
Coeur d'Alene High School	North 5530 4th St	Coeur d'Alene	83815-9266	1921	High	Pub	accredited	
Cole Valley Christian High School	200 E. Carlton	Meridian	83642	1995	High	Ind	accredited	ACSI
Columbia High School	301 S Happy Valley Rd	Nampa	83687	2007	High	Pub	provisional	
Declo High School	505 East Main	Declo	83323	1954	High	Pub	accredited	
Eagle Academy High School	100 S Academy Ave	Eagle	83616	2002	High	Pub	accredited	
Eagle High School	574 North Park Lane	Eagle	83616	1995	High	Pub	accredited	
Emmett High School	721 W 12th	Emmett	83617	1921	High	Pub	accredited	
Filer High School	3915 Wildcat Way	Filer	83328-5525	1927	High	Pub	accredited	
Firth High School	PO Box 247	Firth	83236	1934	High	Pub	accredited	
Franklin County High School	594 N. State	Preston	83263	2008	High	Pub	provisional	
Frank Church High School	8051 W. Salt Creek Ct.	Boise	83709	2007	High	Pub	provisional	
Fruitland High School	501 Iowa Ave.	Fruitland	83619-2637	1933	High	Pub	accredited	
Gem State Adventist Academy	16115 S. Montana Ave	Caldwell	83607-8237	1963	High	Ind	accredited	SDA

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Genesis Preparatory Academy	PO Box 1237	Post Falls	83877-1237	2007	High	Ind	provisional	
Gooding High School	1050 7th Ave West	Gooding	83330	1920	High	Pub	accredited	
Grace Jr/Sr High School	PO Box 348	Grace	83241-0348	1933	High	Pub	accredited	
Grangeville High School	910 S D Street	Grangeville	83530	2007	High	Pub	provisional	
Hagerman School	150 Lake Street West	Hagerman	83332	1938	High	Pub	accredited	
Hansen Junior/Senior High School	550 S Main St	Hansen	83334	2007	High	Pub	provisional	
Highland Senior High School	1800 Bench Rd	Pocatello	83201	1963	High	Pub	accredited	
Hillcrest High School	2800 Owen St	Idaho Falls	83406-7644	1993	High	Pub	accredited	
Homedale High School	203 East Idaho	Homedale	83628	1941	High	Pub	accredited	
Horseshoe Bend Middle/High School	398 School Drive	Horseshoe Bend	83629	2000	High	Pub	accredited	
Idaho Arts Charter School	904 12th Ave Rd	Nampa	83686	2007	High	Pub	provisional	
Idaho Falls High School	601 South Holmes Ave	Idaho Falls	83401	1920	High	Pub	accredited	
Idaho Leadership Academy	PO Box 59	Pingree	83262	2007	High	Pub	provisional	
Jerome High School	104 Tiger Drive North	Jerome	83338	1924	High	Pub	accredited	
Kamiah High School	1102 Hill St.	Kamiah	83536	1941	High	Pub	accredited	
Kellogg High School	2 Jacob Gulch	Kellogg	83837	1920	High	Pub	accredited	
Kendrick Jr/Sr High School	2001 Hwy 3	Kendrick	83537	1936	High	Pub	accredited	
Kimberly High School	141 Center St West	Kimberly	83341	1934	High	Pub	accredited	
Kootenai High School	13030 E. O'Gara Rd.	Harrison	83833-9710	1985	High	Pub	accredited	
Kuna High School	1360 Boise St	Kuna	83634	1934	High	Pub	accredited	
Lake City High School	6101 Ramsey Rd	Coeur d'Alene	83815-8407	1994	High	Pub	accredited	
Lakeland High School	Box 69/684 Hwy 53	Rathdrum	83858-0069	1939	High	Pub	accredited	
Lakeside High School	PO Box 130	Plummer	83851	1928	High	Pub	accredited	
Lapwai High School	200 Willow Ave. W.	Lapwai	83540	1934	High	Pub	accredited	
Leadore High School	PO Box 119	Leadore	83464-	2007	High	Pub	provisional	

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			0119					
Lewiston High School	1114 Ninth Ave	Lewiston	83501-2697	1920	High	Pub	accredited	
Lighthouse Christian School	259 Main Ave E	Twin Falls	83301	2006	High	Ind	accredited	ACSI
Mackay Junior Senior High School	390 E Spruce	Mackay	83251	2007	High	Pub	provisional	
Madison High School	134 Madison Ave	Rexburg	83440	1934	High	Pub	accredited	
Magic Valley Christian High School	PO Box 5494	Twin Falls	83338	1999	High	Ind	accredited	ACSI
Magic Valley High School	512 Main Ave N	Twin Falls	83301	2003	High	Pub	provisional	
Malad High School	181 Jenkins Ave	Malad	83252	1936	High	Pub	accredited	
Marsh Valley High School	12655 South Old Hwy 91	Arimo	83214-0180	1934	High	Pub	accredited	
Marsing High School	301 8th Ave W	Marsing	83639	1970	High	Pub	accredited	
McCall-Donnelly High School	401 Mission Street	McCall	83638-0401	1946	High	Pub	accredited	
Melba High School	6870 Stokes Lane	Melba	83641	1941	High	Pub	accredited	
Meridian Senior High School	1900 West Pine Ave	Meridian	83642-1999	1934	High	Pub	accredited	
Middleton High School	511 West Main	Middleton	83644	1967	High	Pub	accredited	
Minico High School	292 West 100 South	Rupert	83350	1929	High	Pub	accredited	
Moscow High School	402 East 5th St	Moscow	83843-2923	1920	High	Pub	accredited	
Mountain Home High School	300 South 11th East St	Mountain Home	83647-3299	1923	High	Pub	accredited	
Mountain View High School	2000 S Millenium Way	Meridian	83642-1551	2005	High	Pub	provisional	
Mt. Harrison Junior/Senior High School	310 10th Street	Rupert	83350	2007	High	Pub	provisional	
Mullan Junior Senior School	PO Box 71	Mullan	83846-0071	1922	High	Pub	accredited	
Nampa Senior High School	203 Lake Lowell Ave	Nampa	83686-6654	1920	High	Pub	accredited	
New Horizon High School	845 McKinley	Pocatello	83201	2007	High	Pub	provisional	
New Plymouth High	207 South Plymouth	New	83655-	1950	High	Pub	accredited	

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School	Avenue	Plymouth	0050					
Nez Perce School	P O Box 279	Nez Perce	83543	1938	High	Pub	provisional	
North Fremont High School	3581 E. 1300 N.	Ashton	83420-5024	1931	High	Pub	accredited	
North Gem Senior High School	360 S Main	Bancroft	83217-0070	1942	High	Pub	accredited	
Notus Jr/Sr High School	P O Box 256	Notus	83656	2002	High	Pub	accredited	
Oakley Jr/Sr High School	455 W Main	Oakley	83346	1948	High	Pub	accredited	
Orofino High School	300 Dunlap Road	Orofino	83544	1934	High	Pub	accredited	
Paradise Creek Regional High School	1314 S Main St.	Moscow	83843	2007	High	Pub	provisional	
Parma High School	137 Panther Way	Parma	83660		High	Pub	accredited	
Payette High School	1500 Sixth Ave South	Payette	83661-3300	1921	High	Pub	accredited	
Pocatello High School	325 North Arthur St	Pocatello	83204	1918	High	Pub	accredited	
Post Falls High School	2800 E Pole Lane Ave	Post Falls	83854-0040	1934	High	Pub	accredited	
Potlatch Jr/Sr High School	130 6th Street	Potlatch	83855-8757	1934	High	Pub	accredited	
Prairie High School	PO Box 540	Cottonwood	83522	1934	High	Pub	accredited	
Preston High School	151 East 2nd South	Preston	83263-1359	1935	High	Pub	accredited	
Priest River-Lamanna High School	PO Box 549	Priest River	83852	1942	High	Pub	accredited	
Project CDA Alternative Middle High School	1619 N 9th St	Coeur d'Alene	8381-4630	2007	High	Pub	provisional	
Richard McKenna Charter High School	1993 East 8th St N, Suite 105	Mountain Home	83647-3378	2000	High	Pub	accredited	
Ridgeline High School	112 Holly St	Nampa	83686	2007	High	Pub	provisional	
Rigby High School	290 North 3800 East	Rigby	83442	1937	High	Pub	accredited	
Rimrock Junior/Senior High School	39678 State Hwy 78	Bruneau	83604-9707	1980	High	Pub	accredited	
Ririe High School	PO Box 568	Ririe	83443	1945	High	Pub	accredited	
Riverside Alternative High School	7188 Oak	Bonnors Ferry	83805	2007	High	Pub	provisional	

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Rocky Mtn. High	5450 N. Linder Rd.	Meridian	83646	2008	High	Pub	provisional	
Salmon High School	Box 790	Salmon	83467-0790	1931	High	Pub	accredited	
Salmon River High School	PO Box 872	Riggins	83549	2007	High	Pub	provisional	
Sandpoint High School	410 South Division St	Sandpoint	83863	1918	High	Pub	accredited	
Shelley High School	570 West Fir Street	Shelley	83274	1935	High	Pub	accredited	
Shoshone Bannock Schools	PO Box 790	Fort Hall	83203-0790	1984	High	Ind	provisional	
Shoshone High School	409 North Apple Street	Shoshone	83352	1929	High	Pub	accredited	
Skyline High School	1767 Blue Sky Drive	Idaho Falls	83402	1966	High	Pub	accredited	
Skyview High School	1303 East Greenhurst	Nampa	83686-7216	1997	High	Pub	accredited	
Snake River High School	922 West Hwy 39	Blackfoot	83221-5307	1934	High	Pub	accredited	
Soda Springs High School	100 North 300 East	Soda Springs	83276	1933	High	Pub	accredited	
South Fremont High School	855 North Bridge	St. Anthony	83445-5414	1928	High	Pub	accredited	
St. Maries High School	424 Hell's Gulch Road	St. Maries	83861	1921	High	Pub	accredited	
Sugar-Salem High School	#1 Digger Drive	Sugar City	83448-1113	1936	High	Pub	accredited	
Teton High School	555 Ross Ave.	Driggs	83422	1997	High	Pub	accredited	
The Bridge Academy	1286 E. Best Ave	Coeur D'Alene	83814	2007	High	Pub	provisional	
The Community School	PO Box 2118	Sun Valley	83353	1984	High	Ind	accredited	PNAIS
Timberlake Senior High School	PO Box 909	Spirit Lake	83869-0909	1998	High	Pub	accredited	
Timberline High School	1150 Highway 11	Weippe	83553	1970	High	Pub	accredited	
Timberline High School	701 East Boise Ave	Boise	83706	1998	High	Pub	accredited	
Troy Junior/Senior High School	101 Trojan Drive	Troy	83871	1934	High	Pub	accredited	
Twin Falls High School	1615 Filer Ave East	Twin Falls	83301-4299	1918	High	Pub	accredited	
University of Idaho Independent Study Program	P O Box 443225	Moscow	83844-3225	1998	High	Pub	provisional	
Valley High School	882 Valley Rd South	Hazelton	83335	1928	High	Pub	accredited	

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Vallivue High School	1407 Homedale	Caldwell	83607	1963	High	Pub	accredited	
Vallivue Academy	6123 Timbre Drive	Caldwell	83607	2008	High	Pub	provisional	
Wallace High School	Number 1 Miners Alley	Wallace	83873-2260	1920	High	Pub	accredited	
Weiser High School	690 W. Indianhead Rd	Weiser	83672	1920	High	Pub	accredited	
Wendell High School	750 E. Main St.	Wendell	83355	1934	High	Pub	accredited	
West Jefferson High School	1260 East 1500 North	Terreton	83450	1967	High	Pub	accredited	
West Side High School	PO Box 89	Dayton	83232	1968	High	Pub	accredited	
Westview High School	335 5th St	Idaho Falls	83401	2005	High	Pub	provisional	
Wilder Middle/High School	PO Box 488	Wilder	83676	1939	High	Pub	accredited	
Wood River High School	1250 Fox Acres Rd	Hailey	83333	1941	High	Pub	accredited	
Calvary Christian School	1210 N Middleton Road	Nampa	83651	2007	K-12	Ind	provisional	
Carey School	20 Panther Lane	Carey	83320	1946	K-12	Pub	accredited	
Castleford Public Schools	500 Main St.	Castleford	83321-9999	1951	K-12	Pub	accredited	
Clark County Public School	PO Box 237	Dubois	83423-0237	1973	K-12	Pub	accredited	
Coeur d'Alene Charter Academy	4904 N Duncan Dr	Coeur d'Alene	83815	2007	K-12	Pub	new-provisional	
Compass Public Charter School	2511 W Cherry Lane	Meridian	83642	2007	K-12	Pub	new-provisional	
Council School	PO Box 468	Council	83612-0468	1959	K-12	Pub	accredited	
Culdesac School	600 Culdesac Ave	Culdesac	83524	1934	K-12	Pub	accredited	
Deary School	502 1st Ave.	Deary	83823-0009	1989	K-12	Pub	accredited	
Dietrich School	406 North Park Street	Dietrich	83324	1985	K-12	Pub	accredited	
Family Academy	630 N Front Street	Arco	83213	2007	K-12	Ind	new-provisional	
Garden Valley Public School	PO Box 710	Garden Valley	83622	1976	K-12	Pub	accredited	
Genesee Jr/Sr High School	PO Box 98	Genesee	83832	1925	K-12	Pub	accredited	
Glenns Ferry High School	639 N Bannock Ave	Glenns Ferry	83623-2885	1934	K-12	Pub	accredited	

**STATE DEPARTMENT OF EDUCATION
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Greenleaf Friends Academy	PO Box 368	Greenleaf	83626	1995	K-12	Ind	accredited	
Highland High School	PO Box 130	Craigmont	83523-0130	1960	K-12	Pub	accredited	
Hope Lutheran	2072 12th Street	Idaho Falls	83404	2007	K-12	Ind	new-provisional	
Idaho School for the Deaf and Blind	1450 Main Street	Gooding	83350	1994	K-12	Pub	accredited	
Liberty Charter School	1063 East Lewis Lane	Nampa	83686	2002	K-12	Pub	accredited	
Meadows Valley School	PO Box F	New Meadows	83654-0903	1973	K-12	Pub	accredited	
Midvale School	56 School Road	Midvale	83645	2007	K-12	Pub	new-provisional	
Nampa Christian Schools, Inc.	439 West Orchard Ave	Nampa	83651-1994	1984	K-12	Ind	provisional	ACSI
North Star Charter School	1400 N Park Lane	Eagle	83616	2007	K-12	Pub	new-provisional	
Richfield Junior/Senior High School	555 N Tiger Dr	Richfield	83349-5517	1988	K-12	Pub	accredited	
Riverstone International School	5493 Warm Springs Ave	Boise	83716-9103	2001	K-12	Ind	accredited	PNAIS
Rockland Public School	PO Box 119	Rockland	83271	2007	K-12	Pub	provisional	
Summit Academy	PO Box 427	Cottonwood	83522	2007	K-12	Ind	provisional	
Taylor's Crossing Public Charter School	1445 N Wood Rive Dr	Idaho Falls	83401	2007	K-12	Pub	provisional	
The Learning Academy of Teton Valley, Inc.	PO Box 451	Driggs	83422-0841	2007	K-12	Ind	provisional	
Thomas Jefferson Charter School	1209 Adam Smith Ave	Caldwell	83605	2007	K-12	Pub	provisional	
Victory Charter School	1081 E. Lewis Lane	Nampa	83686	2008	K-12	Pub	provisional	
Xavier Charter School	711 North College Rd.	Twin Falls	83301	2008	K-12	Pub	provisional	
Maranatha Christian School	12000 Fairview Avenue	Boise	83713-7896	1986	K-8	Ind	accredited	
Rolling Hills Public Charter School	8900 N Horseshoe Bend Rd.	Boise	83616	2006	K-8	Pub	provisional	
Swan Valley Elementary School	PO Box 220	Irwin	83428	2007	K-8	Pub	provisional	

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Burley Junior High School	700 West 16th St	Burley	83318	1979	Middle Level	Pub	accredited	
Canfield Middle School	E 1800 Dalton Ave	Coeur d'Alene	83815	1988	Middle Level	Pub	accredited	
Clair E. Gale Junior High School	955 Garfield	Idaho Falls	83401	2007	Middle Level	Pub	provisional	
Declo Junior High	205 East Main Street	Declo	83323	1997	Middle Level	Pub	accredited	
Eagle Rock Junior High School	2020 Pancheri Dr	Idaho Falls	83402	2007	Middle Level	Pub	provisional	
East Junior High School	415 Warm Springs Ave	Boise	83712	2007	Middle Level	Pub	provisional	
Emmett Junior High School	301 East 4th Street	Emmett	83617	2007	Middle Level	Pub	provisional	
Fairmont Junior High School	2121 N Cole Rd	Boise	83704	2007	Middle Level	Pub	provisional	
Franklin Middle School	2271 East Terry St	Pocatello	83201	1990	Middle Level	Pub	accredited	
Fruitland Middle School	PO Box A	Fruitland	83619	1997	Middle Level	Pub	accredited	
Hawthorne Middle School	1025 West Eldredge	Pocatello	83201	2007	Middle Level	Pub	provisional	
Hillside Junior High School	3536 Hill Road	Boise	83703-4717	2007	Middle Level	Pub	provisional	
Irving Middle School	911 North Grant	Pocatello	83204	1991	Middle Level	Pub	accredited	
Jenifer Junior High School	1213 16th St	Lewiston	83501	1989	Middle Level	Pub	accredited	
Kamiah Middle School	Rt 1, Box 720	Kamiah	83536	1997	Middle Level	Pub	accredited	
Kellogg Middle School	810 Bunker Ave	Kellogg	83837	1988	Middle Level	Pub	accredited	
Lake City Junior Academy	111 Locust Ave	Coeur d'Alene	83814	2002	Middle Level	Ind	accredited	SDA
Les Bois Jr. High	4150 E Gand Forest Dr.	Boise	83716	2007	Middle Level	Pub	provisional	
Madision Jr. High	60 W. Main	Rexburg	83440	2008	Middle Level	Pub	provisional	
Marsing Middle School	PO Box 340	Marsing	83639	1997	Middle Level	Pub	accredited	
Middleton Middle School	200 S 4th Ave W	Middleton	83644	2007	Middle Level	Pub	new-provisional	
Moscow Junior High School	1410 East "D" St	Moscow	83843-3642	1974	Middle Level	Pub	accredited	
Mountain Home Junior High School	1600 East 6th South	Mountain Home	83647-3267	1980	Middle Level	Pub	accredited	
Mountain View Middle	645 Mitchell Road	Blackfoot	83221-	2007	Middle Level	Pub	provisional	

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School			2984					
Murtaugh Middle School	500 W Boyd	Murtaugh	83344	2007	Middle Level	Pub	new-provisional	
New Plymouth Middle School	4400 SW 2nd Ave.	New Plymouth	83655-5599	1997	Middle Level	Pub	accredited	
North Junior High School	1105 North 13th St	Boise	83702	2007	Middle Level	Pub	new-provisional	
Orofino Junior High School	429 Michigan Ave	Orofino	83544	2006	Middle Level	Pub	accredited	
Rigby Junior High	125 N 1st W	Rigby	83442	2007	Middle Level	Pub	new-provisional	
Ririe Middle School	P O Box 548	Ririe	83443	2004	Middle Level	Pub	provisional	
Riverglen Junior High	6801 N Gary Lane	Boise	83714-2444	2007	Middle Level	Pub	new-provisional	
Robert Stuart Junior High School	644 Caswell Ave West	Twin Falls	83301-3798	1974	Middle Level	Pub	accredited	
Rocky Mountain Middle School	3443 N Ammon Rd.	Idaho Falls	83401	2003	Middle Level	Pub	accredited	
Sacajawea Junior High School	3610 12th St	Lewiston	83501	1989	Middle Level	Pub	accredited	
Salmon Junior High School	Box 790	Salmon	83467	1980	Middle Level	Pub	accredited	
Sandcreek Middle School	2955 E Owen	Idaho Falls	83406-7614	2002	Middle Level	Pub	accredited	
Sandpoint Charter School	614 S. Madison St.	Sandpoint	83864	2008	Middle Level	Pub	provisional	
South Junior High School	805 Shoshone	Boise	83705-2337	2007	Middle Level	Pub	provisional	
Taylorview Junior High School	350 Castlerock Lane	Boise	83404	2007	Middle Level	Pub	provisional	
Teton Middle School	481 N Main	Driggs	83422	1997	Middle Level	Pub	accredited	
Timberlake Junior High School	PO Box 909	Spirit Lake	83869-0909	1998	Middle Level	Pub	accredited	
Vera C. O'Leary Junior High School	2350 Elizabeth	Twin Falls	83301-0177	1974	Middle Level	Pub	accredited	
Weiser Middle School	320 East Galloway	Weiser	83672-1199	1980	Middle Level	Pub	accredited	
Wendell Middle School	800 East Main	Wendell	83355	2007	Middle Level	Pub	provisional	

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West Junior High School	8371 W Salt Creek Ct,	Boise	83706	2007	Middle Level	Pub	provisional	
Wood River Middle School	900 2nd Ave. N.	Hailey	83333	1974	Middle Level	Pub	accredited	
Raft River Jr/Sr High School	PO Box 68	Malta	83342	1960	Middle Level/High	Pub	accredited	
Black Canyon Alternative High School	315 S Johns	Emmett	83617	2005	Special Purpose	Ind	provisional	
Centerpoint Alternative School	21985 Dixie River Rd	Caldwell	83607	2001	Special Purpose	Pub	accredited	
Ekklesia Christian School	2421 W Duck Alley Rd	Eagle	83616	2007	Special Purpose	Ind	provisional	
Gooding Accelerated Learning Center	906 Main St	Gooding	83330	2003	Special Purpose	Pub	provisional	
Hope Christian Academy	PO Box 550	Marsing	83639-0550	1992	Special Purpose	Ind	accredited	
Independence Alternative High School	155 E Francis	Blackfoot	83221	2004	Special Purpose	Pub	provisional	
Jefferson High School	529 N 3470 East	Menan	83434	2003	Special Purpose	Pub	provisional	
Jefferson Montessori School	3866 E Menan-Lorenzo Hwy	Rigby	83442	2006	Special Purpose	Ind	accredited	
Juniper Hills - Nampa	1650 11th Avenue N	Nampa	83687	2002	Special Purpose	Ind	accredited	
Juniper Hills School - Lewiston	140 Southport Ave.	Lewiston	83501	2002	Special Purpose	Ind	accredited	
Kootenai Academy	2103 N. Ironwood Pl	Coeur d'Alene	83814-0831	1999	Special Purpose	Ind	accredited	
Lincoln High School	3175 E Lincoln Rd	Idaho Falls	83401	2003	Special Purpose	Pub	accredited	
Meridian Medical Arts Charter High School	1789 E Leighfield Dr	Meridian	83646	2007	Special Purpose	Pub	provisional	
Meridian Technical Charter High School	3800 North Locust Grove	Meridian	83642	2000	Special Purpose	Pub	accredited	
Mountain View Alternative High School	7802 W Main St	Rathdrum	83858	2007	Special Purpose	Pub	provisional	
Northwest Children's Home	504 E Florida	Nampa	83686	2007	Special Purpose	Pub	provisional	
Robert Janss School	1299 North Orchard, Suite 110	Boise	83706	2007	Special Purpose	Pub	provisional	
Sandpoint Junior Academy	2255 W Pine St	Sandpoint	83864	2002	Special Purpose	Ind	accredited	SDA
Schism Alternative High	8444 Dearborn	Nampa	83686	2008	Special Purpose	Pub	provisional	

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Sheridan Academy	820 South Latah Street	Boise	83705	1997	Special Purpose	Ind	accredited	
Silver Valley Alternative School	800 Bunker Ave	Kellogg	83837-2209	2007	Special Purpose	Pub	new-provisional	
Tamarack Academy	PO Box 847	Donnelly	83615-0847	2007	Special Purpose	Ind	new-provisional	
Teen Challenge Christian Academy	11828 W. Fairview Ave	Boise	83713	2005	Special Purpose	Ind	provisional	
The Children's Village School	1350 West Hanley	Coeur d'Alene	83815	1998	Special Purpose	Ind	accredited	
Treasure Valley Education Center	504 E Florida Ave	Nampa	83686	2005	Special Purpose	Ind	provisional	
Sylvan Learning Center #2000	5119 N Glenwood	Boise	83714	2001	Supplemental Education	Ind	accredited	
Sylvan Learning Center #2000	207 12 th Ave. Rd.	Nampa	83686	2008	Supplemental Education	Pub	provisional	
Sylvan Learning Center #2001	2685 Channing Way	Idaho Falls	83404	1999	Supplemental Education	Ind	accredited	
Sylvan Learning Center #2005	1810 E Schneidermiller Ave, Suite 240	Post Falls	83854	2005	Supplemental Education	Pub	provisional	
Sylvan Learning Center #2009	1246 Yellowstone, Suite A-3	Pocatello	83404	2006	Supplemental Education	Ind	provisional	
The North Fork School	PO Box 1852	McCall	83638	2001	Supplemental Education	Ind	accredited	
Southern France Youth Institute	54 Wildwood Lane	Sandpoint	83864	2006	Travel Study	Ind	provisional	DITS

SCHOOLS WITHDRAWN

Name	Address, City	Reason for withdrawal	Comments
Canfield Middle School	E 1800 Dalton Ave, Coeur d'Alene	Fiscal	
Kellogg Middle School	810 Bunker Ave, Kellogg,	Fiscal	
Fort Boise Middle/High School	300 Fort Street, Boise	Replaced by Frank Church	Name and Location Change

**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**

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 two of the following representatives.

DISCUSSION

Nominations were sought for the positions from the Idaho Association of Elementary School Principals and the Idaho Association of Colleges of Teacher Education. Resumes for the interested individuals are attached.

Elementary School Principal:

M. Colleen Kelsey, Post Falls School District

Karen Pyron, Butte County Joint School District

Jackie Meyer, Meridian Joint School District

Private Higher Education:

Christine Rood, University of Phoenix Idaho

ATTACHMENTS

Attachment 1 – Resume for M. Colleen Kelsey

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Attachment 2 – Resume for Karen Pyron

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Attachment 3 – Resume for Jackie Meyer

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Attachment 4 – Resume for Christine Rood

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STAFF RECOMMENDATIONS AND COMMENTS

BOARD ACTION

A motion to approve _____ as a member of the Professional Standards Commission for a term of three years representing elementary school principals.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve _____ as a member of the Professional Standards Commission for a term of three years representing private higher education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009

March 13, 2009

Dear Ms. Massingale,

This letter is in reference to the current vacancy on the Professional Standards Commission for an elementary administrator.

I am respectfully requesting that my name be considered for this position. I am an Idaho native, born in Idaho Falls and raised in Hamer, Idaho. I graduated from West Jefferson High School in Terreton and received a Bachelor's Degree in English and my secondary teaching certification in language arts and science from Idaho State University. I attended Washington State University for my Master's Degree in Educational Administration. I moved to North Idaho in 1987 and have been an educator in the Post Falls School District since that time. I grew up in a very small town and attended rural schools—I credit them with the skills I learned early on as a student. I now work in one of Idaho's larger school districts—and I watch in awe as somehow, some way, all the spokes connect and move forward at the same time to educate 4,000 plus students each day.

I have experience in each level of public schools, from junior high (five years), high school (alternative school teacher and principal for fourteen years), and elementary (in my fifth year as principal). I was selected as the Idaho Teacher of the Year in 1993 and have earned other awards during my time in Post Falls. I have taught classes for our teachers in Post Falls and have also presented at a variety of conferences both within and without Idaho. I have published two articles for the IASA *Perspectives* on alternative education and co-wrote a book on healthcare in the classroom with a nursing professor from the Intercollegiate Center for Nursing Education in Spokane.

It's been a busy 24 years! But amidst all those activities, my one unwavering passion has been teaching. No matter what sign is on my office door, I will always be a teacher. It is that passion that leads me to a desire to be at the heart of our profession, the Professional Standards Commission. At no other time has education been under such scrutiny and pressure. As educators, we are being asked to do more and more for our children at a higher and higher level. Our challenge is how to maintain those expectations while still honoring and “growing” a new cadre of teachers who will eventually replace us.

How our schools perform in the future will depend greatly on the kinds of teachers and leaders who work in them. The PSC is an integral part of that process, and I would be honored to be part of the team who helps create Idaho's educational future. Thank you for your consideration.

Sincerely,
M. Colleen Kelsey

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STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009

KAREN PYRON
PO Box 207
Arco, Idaho 83213
208-527-8503 (school)
pyrokare@d111.k12.id.us

Education

Educational Specialist August 2003
Educational Administration
Idaho State University- Pocatello, Idaho

Master of Education
Endorsements: School Principal Pre-K – 12 December 1997
Curriculum & Supervision August 1981

Bachelor of Education June 1975
Major: Speech
Teaching Certification
Washington State University- Pullman, WA

Educational Experience

Butte County School District Arco, Idaho 83213

- Elementary Principal, Arco Elementary School April 1998 – present
- Federal Programs Director (Title I) August 1997 - present
- Curriculum Director August 1999 - 2003
- Director of Distance Learning, School to Work 1994 – 1998
- Secondary Teacher, Butte High School / Middle School 1975 – 1998
 - English, Speech, Reading, Debate; Speech and Debate Coach 1985 – 1995

Numerous professional experiences including state Teacher Evaluation Task Force, IAESP executive board and committees, regional principals' president, state school improvement task forces, professional and curriculum development, Learning for the 21st Century, conference presenter, Title I and federal programs, state and national forensic league boards and committees, national competitions, Idaho Activities Association, "Voice of the Pirates", Idaho Education Association, Eastern Idaho Vocational Board, civic & church leadership

Professional Affiliations (current)

National Association of Elementary School Principals
Idaho Association of Elementary School Principals, Executive Board
Association for Supervision and Curriculum Development

Special Recognition

Idaho National Distinguished Principal, 2007
Idaho National Distinguished Principal Finalist, 2006

STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009



Arco Elementary School Pirates
AchievE Success!

March 5, 2009

Wayne & Kristen:

Please accept this correspondence as an application of my interest in the vacant position (elementary principals) of the Professional Standards Commission. With 34 years in the education profession both as a teacher and as an administrator, and the experiences that have molded these years, I feel I have qualifications that will lend themselves well to the aims and purposes of the Commission. I also have a voice and an ear among administrative colleagues with IASA and IAESP.

In addition: 1.) I believe in "giving back" to the profession that has served me so well, including the honor of National Distinguished Principal; 2.) Part of instructional leadership is to be professionally involved, and to be proactive in the movements that shape the lives of the educational community; and 3.) I believe it is critical for the small, rural schools to have progressive and active participation at all levels, including and especially state level opportunities. I believe I can positively contribute to the work of the Commission, and that I can also learn from the experiences inherent with the Commission's work.

I sincerely and respectfully appreciate your consideration of my interest in this position. I do ask, however, that before any final determination is made, the expectations of the position, such as time away from the district, be made available (I was unable to find any specific information on the PSC web site). I can only go into this position with the support of my superintendent and school board. I believe it important to have any discussions of consideration with them. Having such conversation initiated from your office will lend creditability to the appointment, should that occur.(ie- it's not just "another committee").

Sincerely,

Mrs. Karen Pyron, Principal, Arco Elementary School and 2007 National Distinguished Principal

STATE DEPARTMENT OF EDUCATION
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CECIL ANDRUS ELEM

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CECIL D. ANDRUS ELEMENTARY

*Jackie Meyer
Principal*



*6100 North Park Meadow Drive
Boise, Idaho 83713
208-350-4210
Fax# 208-350-4219*

March 9, 2009

To Whom It May Concern:

I am interested in the available seat on the Professional Standards Commission. I believe that my 25 years of experience in the public schools, both as a teacher and as an administrator, will allow me to serve wisely on this commission. Attached please find a copy of my resume. Thank you for your consideration.

Sincerely,

Jackie Meyer
Jackie Meyer, Principal

**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**

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CECIL ANDRUS ELEM

PAGE 03/04

JACQUELYN MEYER

5400 Tuckerson Place
Boise, ID 83704
(208) 375-6741

EDUCATION

B.A. Elementary Education
Boise State University 1983

M.A. Education Administration
University of Idaho 1993

M.A. Education Specialist
University of Idaho 2008

CREDENTIALS

Superintendent K-12
Administrator School Principal K-12
Standard Teaching Certificate All Subjects K-8

**SELECTED WORK
EXPERIENCE**

8/09 – Present

Cecil D. Andrus Elementary School Principal
Joint School District #2 Meridian, Idaho
Don Nesbitt, Supervisor

8/02 – 6/08

Summerwind Elementary School Principal
Joint School District # 2 Meridian, Idaho
Don Nesbitt, Supervisor

8/97-6/02

Lake Hazel Elementary School Principal
Joint School District #2 Meridian, Idaho
Sheryl Harris, Supervisor

8/89-6/97

Administrative Intern and Teacher
Joplin Elementary, Silver Sage Elementary, McMillan
Elementary, Linder Elementary, Frontier Elementary
Sheryl Harris, Supervisor

8/87-6/89

Teacher Greenacres Elementary
Pocatello School District

8/83-6/87

Teacher Maxine Johnson Elementary
Parma School District

AWARDS & PUBLICATIONS

3/94

Published Article in the IASA Prism

10/98

Rookie Principal of the Year
Presented by the Idaho Association of Elementary School
Principals

1999

IEA A++ Award Lake Hazel Elementary School

1999

Idaho Title I Distinguished School Award

10/02

Published in The Principal
(just a cute little story about a student – but published still the
same!!)

10/06

Educational Leadership Award
Presented by the Idaho Association of Elementary School
Administrators

**STATE DEPARTMENT OF EDUCATION
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CECIL ANDRUS ELEM

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**PROFESSIONAL
AFFILIATION**

Phi Delta Kappa Director of Special Programs 2002-2003
Association of Supervision and Curriculum Development
Project Leadership Graduate and Presenter
Idaho Association of Elementary School Principals
- Regional Representative
- Legislative Committee Member
National Association of Elementary School Principals
State Department of Education Accreditation Committee Member

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**

Christine E. Rood
University of Phoenix
Director Academic Affairs

3080 E. Gentry Way Suite 150
Meridian, ID 83642
208-898-2048
Christi.rood@phoenix.edu

Tradition of Performance Excellence

- | | |
|--|--|
| <ul style="list-style-type: none">• Implementation & Development• Business Development• Classroom Teacher• Stake Holder Relations• Strategic Planning• Policies & Procedures Development• Team Building & Leadership | <ul style="list-style-type: none">• Key Client Nurturing• Educational Technology• Curriculum Development• Initiate Action & Produce Results• Data Tracking & Quality Assurance• Visionary Leadership• K-20 Online Educator |
|--|--|

Historical Record of Success

KEY CLIENT NURTURING

Responsible for aiding 31 school districts encompassing 108 schools in developing a district technology plan. By meeting with key people within the districts, I was able to execute and nurture the project to completion. Resulting in a successful project completion by every school district prior to grant deadline.

INITIATE ACTION & PRODUCE RESULTS

Responsible developing the application, technology and fiscal requirements for non-public charter school grant sponsored by the J.A. Kathryn Albertson Foundation. A total of 79 schools submitted applications and grants totaling 3.5 million.

EDUCATIONAL TECHNOLOGY & CURRICULUM DEVELOPMENT

Involved in multiple Technology & Curriculum Development projects including the development of the Idaho Competency Technology Certification, developed technology and curriculum plans for both University and State Schools, coordinated and implemented the train-the-trainer programs for school districts in Idaho.

DATA TRACKING AND QUALITY ASSURANCE

Directly responsible for refining and perfecting a faculty performance tracking application designed to quantify performance for the analysis of region wide performance. This project allowed our organization to improve and perfect the quality and consistency of our programs to maintain the highest integrity resulting in the highest quality ranking in the region.

**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**

EDUCATION	
Doctoral Candidate HIGHER EDUCATION University of Phoenix	2009
Master of Science EDUCATIONAL TECHNOLOGY Boise State University	1997
Idaho Secondary TEACHING CERTIFICATION Boise State University	1993
Bachelor of Arts POLITICAL SCIENCE Boise State University	1991
PROFESSIONAL EXPERIENCE	
University of Phoenix, Meridian, ID	
Director of Academic Affairs	2005 - present
<ul style="list-style-type: none"> Responsible for overseeing faculty and developing each faculty member's professional development plans, performance reviews, and classroom academic quality in the online and face-to-face environment. Implement academic policies set forth by the institution and manage campus academic disputes related to policy. Manage the faculty recruitment process for the teacher education, principal certification and undergraduate courses. Implement new programs and insure quality of existing programs. Serve on Idaho State Department of Education online teaching endorsement committee. 	
Idaho Student Management System (ISIMS), Boise, ID	
Implementation Specialist	2003 – 2005
<ul style="list-style-type: none"> Served as a liaison between the project, state agencies, and vendors to ensure school district implementation of an Idaho web-based, statewide, centralized student-information management system. Designed to host resources and tools for education stakeholders, teachers, parents, and students. Participated with a cross-functional policy team to provide educational expertise for the data store requirements, functions and capabilities for the Data Warehouse (IDW) and for the Academic Accelerator™ user roles. Provided leadership to school districts in solving problems and meeting critical milestones on a compressed timeline in the integration of technology systems. 	
Educational Technology Consultant, Boise, ID	
Consultant	2001 – 2003
<ul style="list-style-type: none"> Developed the eligibility and fiscal requirements for a \$3.5 million grant titled the Non-public and Charter School Initiative, and managed the process and budgets for 79 schools. Served as a product analyst, to evaluate the functionality of three major student information and curriculum management systems, for the ISIMS Project Team. Administered the Foundation Initiative utilizing web-based software, to minimize expense and statewide travel. Hired and managed grant readers to review and approve Non-public and Charter School Initiative applications. 	
Idaho State Department of Education, Boise, ID	
Educational Technology Specialist	1999 – 2001
<ul style="list-style-type: none"> Developed the criteria for the district technology plans and implemented the criteria statewide. Responsible for coordinating grant budgets for 31 school districts totaling \$7.7 million – 25% of the total grants allocation. Facilitated contact between schools and vendors, for the purpose of purchasing equipment and software that aligned with the school districts technology plans. 	
Meridian School District, Meridian, ID	
9th Grade Reading Teacher	1993 - 1995

STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Garden Valley School District.

REFERENCE

June 20, 2008

M/S (Luna/Agidius): 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%. Motion carried 5-0 (Hall excused absent).

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

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 (\$26,696), Plummer/Worley (\$27,249), Garden Valley (\$42,792), Soda Springs (\$29,125), Orofino (\$3,603), Wendell (46,968), Valley (\$10,946), Moscow (\$18,358), Lapwai (\$5,058), Kellogg (\$39,076), Wallace (\$39,577), Avery (\$10,338), Twin Falls (\$146,267), McCall-Donnelly (\$29,445), Compass Public Charter (\$10,573), Vision Charter (11,706) Blackfoot Community Charter (\$8,763), North Star Public Charter (\$18,458), and not subject to FY06 state totals, but subject to funding cap, Anser Charter (\$194).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Plummer/Worley, Garden Valley, Orofino, Moscow, Lapwai, Kellogg, and Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

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 was reviewed and found to display uniquely difficult geographic circumstances and meet at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Garden Valley School District submitted one

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school bus route 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 by law, this would allow the Board to increase their funding cap to a maximum of 143%.

IMPACT

\$42,792 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model	Page 3
Attachment 2 – Garden Valley Cap Appeal Application	Page 7
Attachment 3 – Copies of District Cap Review Letter	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

A motion to deny/approve the request by Garden Valley School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2007 of ____%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider

Fiscal Year 2008 Data - Approved Costs Reimbursed in Fiscal Year 2009 (Fifth Capped Year)

Set percentage cap to apply to statewide average: Riders per Mile:

Revised: 05/01/2009 Preliminary

	Cost Per Mile	Cost Per Rider
Statewide Averages before cap	\$3.26	\$829
Statewide Averages after cap	\$2.46	\$854

Total Savings From Cap: Capped Riders: Actual Riders:

Savings Following Appeals & State Board Action: Capped Riders: Actual Riders:

DIST	District Name	District Funding Capped Reimbursement Reduced By	Percent of Reimbursement Lost Subsequent to Cap Impact (See Columns W & X)	Total 2008 Reimbursable Costs	INCL CODE	FY08 or FY09 SEA Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above/Below State Average Measures	Amount Reimbursed at Statewide % CPM @ 85%	Amount Reimbursed at Statewide % CPR @ 85%	MTA Advantages Reimbursed @ 85% (plus assessment fee and in-lieu)	Total Amount Reimbursed @ 85% Prior to Cap	Funding Cap Penalty Waived	% Transportation Fee Waived	Total Amount at 85% with Handicap Waiver (plus assessment fee and in-lieu)	Fiscal Year Available Adjustment	Excess FY08 Advance Estimate Reimbursement in FY08	Total Payment Amount
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$6,806,023	\$1,280	\$24,927	\$6,781,116	1,981,666	8,998	\$3.42	\$1,130	102%	136%	FALSE	\$0	\$0	\$6,785,120	\$6,785,120			\$6,785,120			\$6,785,120
002	MERIDIAN JOINT DISTRICT	\$0	0.0%	\$11,221,609	\$0	\$29,751	\$11,191,858	3,111,633	13,438	\$3.60	\$833	107%	100%	FALSE	\$0	\$0	\$9,538,368	\$9,538,368			\$9,538,368			\$9,538,368
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,396,378	\$21,856	\$0,869	\$1,330,653	401,264	1,771	\$3.32	\$751	99%	91%	FALSE	\$0	\$0	\$1,152,921	\$1,152,921			\$1,152,921			\$1,152,921
011	MEADOWS VALLEY DISTRICT	\$36,698	23.8%	\$102,337	\$0	\$235	\$102,603	21,272	22	\$4.34	\$2,019	147%	240%	TRUE	\$62,550	\$77,754	\$62,550	\$62,550			\$62,550			\$62,550
012	COUNCIL DISTRICT	\$0	0.0%	\$73,580	\$3,863	\$246	\$69,721	32,540	82	\$2.14	\$1,125	64%	135%	FALSE	\$0	\$0	\$62,773	\$62,773			\$62,773			\$62,773
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$449,487	\$8,834	\$1,607	\$439,846	155,934	619	\$2.82	\$711	84%	95%	FALSE	\$0	\$0	\$382,064	\$382,064			\$382,064			\$382,064
028	POCATELLO DISTRICT	\$0	0.0%	\$2,759,894	\$184	\$10,625	\$2,749,986	849,256	3,826	\$3.24	\$717	98%	98%	FALSE	\$0	\$0	\$2,345,833	\$2,345,833			\$2,345,833			\$2,345,833
030	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$609,136	\$6,280	\$1,612	\$591,236	166,829	456	\$3.00	\$1,004	89%	121%	FALSE	\$0	\$0	\$432,766	\$432,766			\$432,766			\$432,766
041	ST MARIES JOINT DISTRICT	\$0	0.0%	\$690,455	\$2,645	\$1,933	\$688,522	189,894	443	\$3.42	\$1,485	102%	176%	FALSE	\$0	\$0	\$592,887	\$592,887			\$592,887			\$592,887
044	PLUMMER-WORLEY JOINT DISTRICT	\$27,349	3.2%	\$284,673	\$0	\$1,199	\$285,472	101,974	264	\$3.73	\$1,485	112%	175%	TRUE	\$268,703	\$191,675	\$268,723	\$268,723			\$268,723			\$268,723
062	SNAKE RIVER DISTRICT	\$0	0.0%	\$762,003	\$0	\$0	\$762,003	332,637	1,063	\$2.26	\$707	67%	85%	FALSE	\$0	\$0	\$639,203	\$639,203			\$639,203			\$639,203
066	BLACKFOOT DISTRICT	\$0	0.0%	\$1,698,897	\$2,768	\$0	\$1,696,129	498,474	2,199	\$3.20	\$722	95%	87%	FALSE	\$0	\$0	\$1,361,489	\$1,361,489			\$1,361,489			\$1,361,489
068	ABERDEEN DISTRICT	\$0	0.0%	\$346,668	\$0	\$1,082	\$344,576	116,279	396	\$2.96	\$941	88%	114%	FALSE	\$0	\$0	\$293,818	\$293,818			\$293,818			\$293,818
069	FIRTH DISTRICT	\$0	0.0%	\$260,394	\$0	\$554	\$259,440	109,554	462	\$2.39	\$562	71%	68%	FALSE	\$0	\$0	\$221,335	\$221,335			\$221,335			\$221,335
069	SHELLEY JOINT DISTRICT	\$0	0.0%	\$328,437	\$0	\$1,622	\$326,815	174,735	399	\$3.01	\$827	90%	64%	FALSE	\$0	\$0	\$449,171	\$449,171			\$449,171			\$449,171
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,262,814	\$10,007	\$3,774	\$1,230,033	373,643	1,260	\$3.32	\$983	98%	119%	FALSE	\$0	\$0	\$1,064,892	\$1,064,892			\$1,064,892			\$1,064,892
071	GARDEN VALLEY DISTRICT	\$45,799	20.1%	\$220,712	\$14,388	\$706	\$206,638	83,558	190	\$4.40	\$2,182	131%	260%	TRUE	\$167,500	\$79,410	\$170,913	\$170,913			\$170,913			\$170,913
072	BASIN SCHOOL DISTRICT	\$0	0.0%	\$281,337	\$588	\$0	\$280,751	83,827	221	\$3.26	\$1,270	100%	163%	FALSE	\$0	\$0	\$239,136	\$239,136			\$239,136			\$239,136
070	HORSESHOE BEND SCHOOL DISTRICT	\$0	0.0%	\$113,637	\$0	\$207	\$113,200	28,548	127	\$3.97	\$827	119%	100%	FALSE	\$0	\$0	\$96,691	\$96,691			\$96,691			\$96,691
093	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$622,431	\$0,190	\$0	\$619,281	223,856	702	\$2.77	\$983	82%	106%	FALSE	\$0	\$0	\$529,066	\$529,066			\$529,066			\$529,066
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,636,538	\$12,151	\$10,877	\$1,613,510	\$99,856	1,324	\$2.69	\$1,218	80%	147%	FALSE	\$0	\$0	\$1,390,207	\$1,390,207			\$1,390,207			\$1,390,207
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,523,220	\$0	\$8,960	\$2,514,260	594,909	3,402	\$4.23	\$739	126%	189%	FALSE	\$0	\$0	\$2,144,737	\$2,144,737			\$2,144,737			\$2,144,737
092	SWAN VALLEY ELEMENTARY DISTRICT	\$0	0.0%	\$101,821	\$12,947	\$330	\$88,874	37,094	86	\$2.39	\$1,827	71%	184%	FALSE	\$0	\$0	\$86,048	\$86,048			\$86,048			\$86,048
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,377,128	\$3,668	\$13,963	\$2,363,569	685,478	4,168	\$3.65	\$867	106%	88%	FALSE	\$0	\$0	\$2,020,669	\$2,020,669			\$2,020,669			\$2,020,669
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$785,297	\$34,356	\$2,752	\$748,139	240,671	829	\$3.11	\$904	93%	109%	FALSE	\$0	\$0	\$667,494	\$667,494			\$667,494			\$667,494
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$220,401	\$1,079	\$951	\$221,371	112,734	176	\$2.20	\$1,599	74%	150%	FALSE	\$0	\$0	\$240,891	\$240,891			\$240,891			\$240,891
121	CANAS COUNTY DISTRICT	\$0	0.0%	\$88,027	\$1,876	\$251	\$86,800	47,868	61	\$1.79	\$1,407	63%	170%	FALSE	\$0	\$0	\$74,823	\$74,823			\$74,823			\$74,823
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$4,790,183	\$0	\$12,984	\$4,777,199	1,003,907	6,535	\$4.76	\$731	142%	88%	FALSE	\$0	\$0	\$4,071,656	\$4,071,656			\$4,071,656			\$4,071,656
132	CALDWELL DISTRICT	\$0	0.0%	\$2,718,310	\$0	\$7,890	\$2,710,420	449,870	3,201	\$8.02	\$847	179%	102%	FALSE	\$0	\$0	\$2,310,564	\$2,310,564			\$2,310,564			\$2,310,564
133	WILDER DISTRICT	\$0	0.0%	\$162,749	\$0	\$421	\$162,327	47,730	202	\$2.40	\$804	101%	97%	FALSE	\$0	\$0	\$138,336	\$138,336			\$138,336			\$138,336
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,008,127	\$0	\$2,831	\$1,005,296	246,092	1,387	\$4.09	\$725	122%	87%	FALSE	\$0	\$0	\$856,908	\$856,908			\$856,908			\$856,908
136	NOTUS DISTRICT	\$0	0.0%	\$129,741	\$0	\$0	\$129,741	82,166	169	\$2.49	\$768	74%	93%	FALSE	\$0	\$0	\$110,280	\$110,280			\$110,280			\$110,280
136	MELBA JOINT DISTRICT	\$0	0.0%	\$207,190	\$1,652	\$880	\$204,608	97,019	339	\$3.14	\$899	93%	108%	FALSE	\$0	\$0	\$261,078	\$261,078			\$261,078			\$261,078
137	PARMA DISTRICT	\$0	0.0%	\$486,870	\$0	\$0	\$486,870	145,122	478	\$3.22	\$981	86%	118%	FALSE	\$0	\$0	\$398,840	\$398,840			\$398,840			\$398,840
139	VALLIUE SCHOOL DISTRICT	\$0	0.0%	\$2,843,484	\$136	\$0	\$2,843,348	785,918	3,880	\$3.62	\$773	108%	93%	FALSE	\$0	\$0	\$2,416,961	\$2,416,961			\$2,416,961			\$2,416,961
148	GRACE JOINT DISTRICT	\$0	0.0%	\$246,151	\$0	\$1,523	\$244,228	80,105	217	\$3.05	\$1,125	91%	136%	FALSE	\$0	\$0	\$209,228	\$209,228			\$209,228			\$209,228
149	NORTH OREM DISTRICT	\$0	0.0%	\$107,791	\$0	\$0	\$107,791	36,878	76	\$2.82	\$1,418	87%	171%	FALSE	\$0	\$0	\$91,888	\$91,888			\$91,888			\$91,888
150	SODA SPRINGS JOINT DISTRICT	\$25,125	10.7%	\$221,452	\$47,170	\$588	\$222,707	85,920	235	\$3.56	\$1,151	118%	144%	TRUE	\$202,676	\$165,885	\$244,121	\$244,121			\$244,121			\$244,121
161	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,867,874	\$18,291	\$5,884	\$1,844,699	845,218	2,103	\$2.83	\$724	84%	87%	FALSE	\$0	\$0	\$1,332,693	\$1,332,693			\$1,332,693			\$1,332,693
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$130,440	\$0	\$447	\$129,993	56,478	79	\$2.29	\$1,728	68%	208%	FALSE	\$0	\$0	\$110,634	\$110,634			\$110,634			\$110,634
171	DROPID JOINT DISTRICT	\$2,943	8.7%	\$603,414	\$9,948	\$1,678	\$591,467	169,745	888	\$3.43	\$1,036	104%	121%	TRUE	\$469,161	\$426,915	\$469,299	\$469,299			\$469,299			\$469,299
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$332,707	\$445	\$0	\$332,261	100,767	195	\$3.30	\$1,704	99%	205%	FALSE	\$0	\$0	\$282,801	\$282,801			\$282,801			\$282,801
182	HAUCKAY JOINT DISTRICT	\$0	0.0%	\$216,691	\$28	\$818	\$216,813	75,320	90	\$2.87	\$2,368	96%	288%	FALSE	\$0	\$0	\$184,187	\$184,187			\$184,187			\$184,187
191	PRAIRIE ELEMENTARY DISTRICT	\$0	0.0%	\$2,357	\$2,357	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$2,003	\$2,003			\$2,003			\$2,003
192	GLENNS FERRY JOINT DISTRICT	\$0	0.0%	\$286,480	\$0	\$888	\$284,772	83,315	276	\$3.00	\$969	89%	116%	FALSE	\$0	\$0	\$226,641	\$226,641			\$226,641			\$226,641
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,208,625	\$14,264	\$3,876	\$1,237,386	374,238	1,223	\$3.44	\$1,045	102%	136%	FALSE	\$0	\$0	\$1,108,696	\$1,108,696			\$1,108,696			\$1,108,696

SDE

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Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fees)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
417	CASTLEFORD DISTRICT	\$0	0.0%	\$198,587	\$0	\$510	\$198,077	50,904	127	\$2.93	\$1,249	87%	150%	FALSE	\$0	\$0	\$134,799	\$134,799			\$134,799			\$134,799
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$130,591	\$0	\$315	\$130,276	48,632	116	\$2.68	\$1,123	80%	106%	FALSE	\$0	\$0	\$111,002	\$111,002			\$111,002			\$111,002
421	MC CALL-DONNELLY DISTRICT	\$29,445	6.5%	\$501,444	\$1,097	\$2,070	\$500,367	142,708	386	\$3.70	\$1,369	110%	168%	TRUE	\$419,067	\$280,254	\$422,283	\$422,283			\$422,283			\$422,283
422	CASCADE DISTRICT	\$0	0.0%	\$81,022	\$6,131	\$210	\$75,881	30,582	70	\$2.47	\$1,081	74%	130%	FALSE	\$0	\$0	\$68,869	\$68,869			\$68,869			\$68,869
431	WEISER DISTRICT	\$0	0.0%	\$378,129	\$0	\$1,033	\$377,096	117,812	802	\$2.20	\$826	86%	78%	FALSE	\$0	\$0	\$321,410	\$321,410			\$321,410			\$321,410
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$75,842	\$0	\$324	\$75,518	32,220	53	\$2.34	\$1,421	70%	171%	FALSE	\$0	\$0	\$64,296	\$64,296			\$64,296			\$64,296
433	MIDVALE DISTRICT	\$0	0.0%	\$70,568	\$76	\$257	\$70,236	32,667	50	\$2.15	\$1,406	64%	168%	FALSE	\$0	\$0	\$59,983	\$59,983			\$59,983			\$59,983
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$104,753	\$0	\$300	\$104,453	27,728	137	\$3.77	\$762	112%	92%	FALSE	\$0	\$0	\$89,040	\$89,040			\$89,040		\$84,533	\$4,507
455	COMPASS PUBLIC CHARTER LEA	\$10,573	7.6%	\$160,243	\$0	\$0	\$160,243	40,589	174	\$3.75	\$505	111%	113%	TRUE	\$128,184	\$129,332	\$128,184	\$128,184			\$128,184		\$129,438	\$1,254
456	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$109,125	\$0	\$444	\$108,711	61,195	169	\$2.99	\$909	77%	119%	FALSE	\$0	\$0	\$105,282	\$105,282			\$105,282		\$104,042	\$1,240
458	LIBERTY CHARTER LEA	\$0	0.0%	\$184,837	\$0	\$1,270	\$183,567	49,293	244	\$2.72	\$752	111%	91%	FALSE	\$0	\$0	\$167,111	\$167,111			\$167,111			\$167,111
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$47,534	\$0	\$131	\$47,503	21,415	44	\$2.22	\$1,080	66%	130%	FALSE	\$0	\$0	\$40,489	\$40,489			\$40,489		\$40,616	\$-127
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$187,975	\$0	\$0	\$187,975	42,363	194	\$3.73	\$814	111%	96%	FALSE	\$0	\$0	\$134,279	\$134,279			\$134,279		\$126,438	\$7,841
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$83,296	\$0	\$0	\$83,296	28,836	92	\$2.89	\$905	86%	109%	FALSE	\$0	\$0	\$70,802	\$70,802			\$70,802		\$69,499	\$1,303
463	VISION CHARTER SCHOOL	\$11,708	9.0%	\$192,778	\$0	\$525	\$192,253	40,627	125	\$5.88	\$1,203	113%	148%	TRUE	\$117,709	\$91,482	\$118,155	\$118,155			\$118,155		\$112,278	\$5,877
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,883	\$0	\$0	\$76,883	16,798	108	\$4.68	\$732	136%	88%	FALSE	\$0	\$0	\$68,334	\$68,334			\$68,334			\$68,334
773	BLACKFOOT COMMUNITY LEARNING	\$8,753	13.3%	\$77,568	\$0	\$131	\$77,567	18,388	78	\$3.99	\$882	118%	120%	TRUE	\$67,008	\$88,632	\$67,172	\$67,172			\$67,172			\$67,172
789	IDAHO LEADERSHIP ACADEMY	\$0	0.0%	\$80,829	\$0	\$286	\$80,573	63,782	84	\$1.42	\$1,416	42%	171%	FALSE	\$0	\$0	\$77,219	\$77,219			\$77,219			\$77,219
792	NORTH STAR PUBLIC CHARTER SCHOOL	\$16,483	11.3%	\$160,404	\$0	\$0	\$160,404	45,307	201	\$4.15	\$982	104%	118%	TRUE	\$136,177	\$145,505	\$145,505	\$145,505			\$145,505		\$145,523	\$-17
797	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$206,549	\$0	\$563	\$206,598	71,738	211	\$2.87	\$976	85%	118%	FALSE	\$0	\$0	\$175,567	\$175,567			\$175,567		\$174,598	\$969
799	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$247,799	\$0	\$701	\$247,097	75,396	276	\$3.28	\$895	98%	109%	FALSE	\$0	\$0	\$210,628	\$210,628			\$210,628		\$210,834	\$-206
799	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$22,686	\$0	\$32	\$22,654	5,104	26	\$4.44	\$629	102%	76%	FALSE	\$0	\$0	\$19,283	\$19,283			\$19,283			\$19,283
Totals		\$524,883	0.1%	\$87,960,698	\$468,035	\$248,371	\$87,367,462	28,980,793	108,231								\$74,268,766	\$74,783,738			\$74,268,766	\$-27,184	\$1,240,497	\$72,981,068

Virtual Schools (IC 31-5309) and Full-Time Only Charter Schools Not part of FY08 State Totals, but subject to Funding Cap

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fees)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
462	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,179,356	\$0	\$0,822	\$1,189,773	0	2,213	\$0.00	\$629	0%	64%	FALSE	\$0	\$0	\$897,386	\$897,386			\$897,386			\$897,386
464	ROLLING HILLS CHARTER LEA	\$0	0.0%	\$1,413	\$0	\$2	\$1,411	576	0	\$2.45	\$0	73%	0%	FALSE	\$0	\$0	\$1,201	\$1,201			\$1,201			\$1,201
492	JANER CHARTER SCHOOL	\$194	11.7%	\$1,955	\$0	\$0	\$1,955	499	0	\$3.92	\$0	117%	0%	TRUE	\$1,467	\$1,467	\$1,467	\$1,467			\$1,467			\$1,467
772	HIDDEN SPRINGS CHARTER SCHOOL	\$0	0.0%	\$1,696	\$0	\$0	\$1,696	1,339	0	\$1.26	\$0	37%	0%	FALSE	\$0	\$0	\$1,433	\$1,433			\$1,433			\$1,433
Totals		\$194	0.0%	\$1,778,449	\$0	\$2,622	\$1,774,825	2,414	2,213								\$1,001,487	\$1,001,682			\$1,001,487	\$0	\$1,240,497	\$1,001,487

FY08 Estimated Charter Schools on a Current Year Payment Schedule and Advance Payments (IC 31-5209)

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fees)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	FY08 Advance Charter Payments	Final Payment Amount
461	VICTORY CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$85,000	\$85,000
466	COMPASS PUBLIC CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$123,264	\$123,264
466	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$114,872	\$114,872
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$40,796	\$40,796
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$116,691	\$116,691
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$69,000	\$69,000
463	VISION CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$105,600	\$105,600
789	NORTH STAR PUBLIC CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$160,606	\$160,606
797	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$158,176	\$158,176
799	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$178,780	\$178,780
Totals		\$0	0.0%	\$0	\$0	\$0	\$0	0	0								\$0	\$0			\$0	\$1,781,780	\$1,781,780

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

Use Tab Key To Enter Data

103% Funding Cap Appeal Application for Fiscal Year:

District Name: **Garden Valley** Number: **71** Date: **January 14, 2009**

The school district identified above is subject to a pupil 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: **(Please check all applicable boxes by using mouse key).**

- ☒ 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 cell I5 on Funding Cap Model).
- ☒ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☐ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

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.

Please 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. **Save document prior to submitting electronically. Submit to SDE by February 1, 2009**

See attached narrative documentation:

Superintendent Signature: _____

Date: _____

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved ☐ disapproved ☐ the district's appeal and request at its regularly scheduled meeting on _____ at a Funding Cap Rate of _____ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

Returned to School District on _____

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**



DEPARTMENT OF EDUCATION

P.O. Box 83720
BOISE, IDAHO 83720-0027

MR. TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of School Transportation

February 9, 2009

Dr. Mike Tomlin, Superintendent
Garden Valley School District #71
P.O. Box 710
Garden Valley, ID 83622

Dear Superintendent Tomlin:

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%. Our visit on February 6, 2009 verifies there have been no changes in the South Fork or Lowman routes and that they still meet the criteria for hardship routes.

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 18-19, 2009

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Kellogg School District.

REFERENCE

June 20, 2008

M/S (Luna/Thilo): 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 the fiscal year 2007 of 108.9%. Motion carried 5-0 (Hall excused absent).

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

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 (\$26,696), Plummer/Worley (\$27,249), Garden Valley (\$42,792), Soda Springs (\$29,125), Orofino (\$3,603), Wendell (46,968), Valley (\$10,946), Moscow (\$18,358), Lapwai (\$5,058), Kellogg (\$39,076), Wallace (\$39,577), Avery (\$10,338), Twin Falls (\$146,267), McCall-Donnelly (\$29,445), Compass Public Charter (\$10,573), Vision Charter (11,706) Blackfoot Community Charter (\$8,763), North Star Public Charter (\$18,458), and not subject to FY06 state totals, but subject to funding cap, Anser Charter (\$194).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Plummer/Worley, Garden Valley, Orofino, Moscow, Lapwai, Kellogg, and Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

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 was reviewed and found to display uniquely difficult geographic circumstances and meet at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Kellogg School District submitted one school bus

**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**

route that met the required criteria. This represents 6% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 109%.

IMPACT

\$32,523 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model	Page 3
Attachment 2 – Kellogg Cap Appeal Application	Page 7
Attachment 3 – Copies of District Cap Review Letter	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

A motion to deny/approve the request by Kellogg School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2007 of ____%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION

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Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider

Fiscal Year 2008 Data - Approved Costs Reimbursed in Fiscal Year 2009 (Fifth Capped Year)

Set percentage cap to apply to statewide average: Riders per Mile:

Revised: 05/01/2009 Preliminary

	Cost Per Mile	Cost Per Rider
Statewide Averages before cap	\$3.26	\$829
Statewide Averages after cap	\$2.46	\$854
Total Savings From Cap	\$525,182	
Savings Following Appeals & State Board Action	\$525,182	\$76,134,242

DIST	District Name	District Funding Capped Reimbursement Reduced By	Percent of Reimbursement Lost Subsequent to Cap Impact (See Columns W & X)	Total 2008 Reimbursable Costs	INCL CODE	FY08 or FY09 SEA Program Assessment From Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above/Dist. State Average Measure	Amount Reimbursed at Statewide % CPM @ 85%	Amount Reimbursed at Statewide % CPR @ 85%	Mile Advantages Reimbursed @ 85% (plus assessment fee and in-lieu)	Total Amount Reimbursed @ 85% Prior to Cap	Funding Cap Penalty Waived	% Transportation Fee Waived	Total Amount at 85% with Handicap Waiver (plus assessment fee and in-lieu)	Fiscal Year Available Adjustment	2008 FY08 Advance Estimate Reimbursement in FY08	Total Payment
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$6,806,023	\$1,280	\$24,927	\$6,780,116	1,981,666	8,998	\$3.42	\$1,130	102%	136%	FALSE	\$0	\$0	\$6,785,120	\$6,785,120			\$6,785,120		\$6,785,120	
002	MERIDIAN JOINT DISTRICT	\$0	0.0%	\$11,221,609	\$0	\$29,751	\$11,191,858	3,111,633	13,438	\$3.60	\$833	107%	100%	FALSE	\$0	\$0	\$9,538,368	\$9,538,368			\$9,538,368		\$9,538,368	
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,396,378	\$21,856	\$0,869	\$1,330,653	401,264	1,771	\$3.32	\$751	99%	91%	FALSE	\$0	\$0	\$1,152,921	\$1,152,921			\$1,152,921		\$1,152,921	
011	MEADOWS VALLEY DISTRICT	\$36,698	23.8%	\$102,337	\$0	\$235	\$102,603	21,272	22	\$4.34	\$2,019	147%	240%	TRUE	\$62,550	\$77,754	\$62,550	\$62,550			\$62,550		\$62,550	
013	COUNCIL DISTRICT	\$0	0.0%	\$73,580	\$3,863	\$246	\$69,721	32,540	82	\$2.14	\$1,125	64%	136%	FALSE	\$0	\$0	\$62,773	\$62,773			\$62,773		\$62,773	
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$449,487	\$8,834	\$1,607	\$439,846	155,934	619	\$2.82	\$711	84%	96%	FALSE	\$0	\$0	\$382,064	\$382,064			\$382,064		\$382,064	
028	POCATELLO DISTRICT	\$0	0.0%	\$2,759,894	\$184	\$10,625	\$2,749,986	849,256	3,826	\$3.24	\$717	98%	98%	FALSE	\$0	\$0	\$2,345,833	\$2,345,833			\$2,345,833		\$2,345,833	
030	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$609,136	\$6,280	\$1,612	\$591,236	166,829	456	\$3.00	\$1,004	89%	121%	FALSE	\$0	\$0	\$432,766	\$432,766			\$432,766		\$432,766	
041	ST MARIES JOINT DISTRICT	\$0	0.0%	\$690,455	\$2,645	\$1,933	\$688,522	189,894	443	\$3.42	\$1,485	102%	176%	FALSE	\$0	\$0	\$592,887	\$592,887			\$592,887		\$592,887	
044	PLUMMER-WORLEY JOINT DISTRICT	\$27,349	3.2%	\$284,673	\$0	\$1,199	\$283,473	101,974	264	\$3.73	\$1,485	112%	175%	TRUE	\$268,703	\$191,675	\$268,723	\$268,723			\$268,723		\$268,723	
052	SNAKE RIVER DISTRICT	\$0	0.0%	\$762,003	\$0	\$0	\$762,003	332,637	1,063	\$2.26	\$707	67%	88%	FALSE	\$0	\$0	\$639,203	\$639,203			\$639,203		\$639,203	
056	BLACKFOOT DISTRICT	\$0	0.0%	\$1,698,897	\$2,768	\$0	\$1,696,129	498,474	2,199	\$3.20	\$722	95%	87%	FALSE	\$0	\$0	\$1,361,489	\$1,361,489			\$1,361,489		\$1,361,489	
058	ABERDEEN DISTRICT	\$0	0.0%	\$346,668	\$0	\$1,082	\$344,576	116,279	396	\$2.96	\$941	88%	114%	FALSE	\$0	\$0	\$293,818	\$293,818			\$293,818		\$293,818	
059	FIRTH DISTRICT	\$0	0.0%	\$260,394	\$0	\$554	\$259,440	109,654	462	\$2.39	\$562	71%	68%	FALSE	\$0	\$0	\$221,335	\$221,335			\$221,335		\$221,335	
060	SHELLEY JOINT DISTRICT	\$0	0.0%	\$328,437	\$0	\$1,622	\$326,815	174,735	399	\$3.01	\$827	90%	64%	FALSE	\$0	\$0	\$449,171	\$449,171			\$449,171		\$449,171	
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,262,814	\$10,007	\$3,774	\$1,230,033	373,643	1,260	\$3.32	\$983	98%	119%	FALSE	\$0	\$0	\$1,064,892	\$1,064,892			\$1,064,892	-\$16,125	\$1,048,767	
071	GARDEN VALLEY DISTRICT	\$45,799	20.1%	\$220,712	\$14,388	\$706	\$206,326	83,658	190	\$4.40	\$2,182	101%	260%	TRUE	\$167,500	\$79,410	\$170,313	\$170,313			\$170,313		\$170,313	
072	BASIN SCHOOL DISTRICT	\$0	0.0%	\$281,337	\$588	\$0	\$280,751	83,827	221	\$3.26	\$1,270	100%	163%	FALSE	\$0	\$0	\$239,136	\$239,136			\$239,136		\$239,136	
070	HORSESHOE BEND SCHOOL DISTRICT	\$0	0.0%	\$113,637	\$0	\$207	\$113,200	28,548	127	\$3.97	\$827	119%	100%	FALSE	\$0	\$0	\$96,691	\$96,691			\$96,691		\$96,691	
093	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$622,431	\$0,190	\$0	\$619,281	223,856	702	\$2.77	\$983	82%	106%	FALSE	\$0	\$0	\$529,066	\$529,066			\$529,066		\$529,066	
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,636,538	\$12,151	\$10,877	\$1,613,510	\$99,856	1,324	\$2.69	\$1,218	80%	147%	FALSE	\$0	\$0	\$1,390,207	\$1,390,207			\$1,390,207		\$1,390,207	
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,523,220	\$0	\$8,960	\$2,514,260	594,909	3,402	\$4.23	\$739	126%	189%	FALSE	\$0	\$0	\$2,144,737	\$2,144,737			\$2,144,737		\$2,144,737	
092	SWAN VALLEY ELEMENTARY DISTRICT	\$0	0.0%	\$101,821	\$12,947	\$330	\$88,874	37,094	86	\$2.39	\$1,827	71%	184%	FALSE	\$0	\$0	\$86,548	\$86,548			\$86,548		\$86,548	
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,377,128	\$3,668	\$13,963	\$2,363,165	685,478	4,168	\$3.65	\$867	106%	88%	FALSE	\$0	\$0	\$2,020,669	\$2,020,669			\$2,020,669		\$2,020,669	
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$785,297	\$34,356	\$2,752	\$748,139	240,671	829	\$3.11	\$904	93%	109%	FALSE	\$0	\$0	\$667,494	\$667,494			\$667,494		\$667,494	
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$220,401	\$1,079	\$951	\$221,371	112,734	176	\$2.50	\$1,599	74%	150%	FALSE	\$0	\$0	\$240,891	\$240,891			\$240,891		\$240,891	
121	CANAS COUNTY DISTRICT	\$0	0.0%	\$88,027	\$1,876	\$351	\$86,151	47,868	61	\$1.79	\$1,407	63%	170%	FALSE	\$0	\$0	\$74,823	\$74,823			\$74,823		\$74,823	
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$4,730,183	\$0	\$12,984	\$4,717,199	1,003,907	6,535	\$4.76	\$731	142%	88%	FALSE	\$0	\$0	\$4,071,656	\$4,071,656			\$4,071,656		\$4,071,656	
132	CALDWELL DISTRICT	\$0	0.0%	\$2,718,310	\$0	\$7,890	\$2,710,420	449,870	3,201	\$8.02	\$847	179%	102%	FALSE	\$0	\$0	\$2,310,564	\$2,310,564			\$2,310,564		\$2,310,564	
133	WILDER DISTRICT	\$0	0.0%	\$162,749	\$0	\$421	\$162,327	47,730	202	\$2.40	\$804	101%	97%	FALSE	\$0	\$0	\$138,336	\$138,336			\$138,336		\$138,336	
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,008,127	\$0	\$2,831	\$1,005,296	246,092	1,387	\$4.09	\$725	122%	87%	FALSE	\$0	\$0	\$856,908	\$856,908			\$856,908		\$856,908	
136	NOTUS DISTRICT	\$0	0.0%	\$129,741	\$0	\$0	\$129,741	82,166	169	\$2.49	\$768	74%	93%	FALSE	\$0	\$0	\$110,280	\$110,280			\$110,280		\$110,280	
136	MELBA JOINT DISTRICT	\$0	0.0%	\$207,190	\$1,652	\$880	\$204,608	97,019	339	\$3.14	\$899	93%	108%	FALSE	\$0	\$0	\$261,078	\$261,078			\$261,078		\$261,078	
137	PARMA DISTRICT	\$0	0.0%	\$486,870	\$0	\$0	\$486,870	145,122	478	\$3.22	\$981	86%	118%	FALSE	\$0	\$0	\$398,840	\$398,840			\$398,840		\$398,840	
139	VALLIUE SCHOOL DISTRICT	\$0	0.0%	\$2,843,484	\$136	\$0	\$2,843,348	785,918	3,880	\$3.62	\$773	108%	93%	FALSE	\$0	\$0	\$2,416,961	\$2,416,961			\$2,416,961		\$2,416,961	
148	GRACE JOINT DISTRICT	\$0	0.0%	\$246,151	\$0	\$1,523	\$244,628	80,105	217	\$3.05	\$1,125	91%	136%	FALSE	\$0	\$0	\$209,228	\$209,228			\$209,228		\$209,228	
149	NORTH OREM DISTRICT	\$0	0.0%	\$107,791	\$0	\$0	\$107,791	36,878	76	\$2.92	\$1,418	87%	171%	FALSE	\$0	\$0	\$91,888	\$91,888			\$91,888		\$91,888	
150	SODA SPRINGS JOINT DISTRICT	\$25,125	10.7%	\$321,452	\$47,170	\$588	\$272,707	85,920	235	\$3.56	\$1,151	118%	144%	TRUE	\$202,676	\$165,885	\$244,121	\$244,121			\$244,121		\$244,121	
161	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,667,874	\$18,291	\$5,884	\$1,643,699	845,218	2,103	\$2.83	\$724	84%	87%	FALSE	\$0	\$0	\$1,332,693	\$1,332,693			\$1,332,693		\$1,332,693	
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$130,440	\$0	\$447	\$129,993	56,478	79	\$2.29	\$1,728	68%	208%	FALSE	\$0	\$0	\$110,634	\$110,634			\$110,634		\$110,634	
171	DROPID JOINT DISTRICT	\$2,943	8.7%	\$603,414	\$9,948	\$1,678	\$591,467	169,745	888	\$3.43	\$1,036	104%	121%	TRUE	\$469,161	\$426,915	\$469,299	\$469,299			\$469,299		\$469,299	
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$332,707	\$445	\$0	\$332,261	100,767	195	\$3.30	\$1,704	99%	205%	FALSE	\$0	\$0	\$282,801	\$282,801			\$282,801		\$282,801	
182	MACKAY JOINT DISTRICT	\$0	0.0%	\$216,691	\$0	\$818	\$215,873	75,320	90	\$2.87	\$2,368	98%	288%	FALSE	\$0	\$0	\$184,197	\$184,197			\$184,197		\$184,197	
191	PRAIRIE ELEMENTARY DISTRICT	\$0	0.0%	\$2,357	\$2,357	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$2,003	\$2,003			\$2,003		\$2,003	
192	GLENNS FERRY JOINT DISTRICT	\$0	0.0%	\$286,480	\$0	\$888	\$284,772	83,315	276	\$3.00	\$969	89%	116%	FALSE	\$0	\$0	\$226,641	\$226,641			\$226,641		\$226,641	
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,308,625	\$14,264	\$3,876	\$1,287,386	374,238	1,223	\$3.44	\$1,045	102%	136%	FALSE	\$0	\$0	\$1,109,696	\$1,109,696			\$1,109,696		\$1,109,696	

SDE

TAB 8 Page 4

STATE DEPARTMENT OF EDUCATION

JUNE 18-19, 2009

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
417	CASTLEFORD DISTRICT	\$0	0.0%	\$198,587	\$0	\$510	\$198,077	50,904	127	\$2.93	\$1,249	87%	150%	FALSE	\$0	\$0	\$134,799	\$134,799			\$134,799			\$134,799
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$130,591	\$0	\$315	\$130,276	48,632	116	\$2.68	\$1,123	80%	106%	FALSE	\$0	\$0	\$111,002	\$111,002			\$111,002			\$111,002
421	MC CALL-DONNELLY DISTRICT	\$29,445	6.5%	\$501,444	\$1,097	\$2,070	\$500,367	142,708	386	\$3.70	\$1,369	110%	168%	TRUE	\$419,067	\$280,254	\$422,283	\$422,283			\$422,283			\$422,283
422	CASCADE DISTRICT	\$0	0.0%	\$81,022	\$6,131	\$210	\$75,881	30,582	70	\$2.47	\$1,081	74%	130%	FALSE	\$0	\$0	\$68,869	\$68,869			\$68,869			\$68,869
431	WEISER DISTRICT	\$0	0.0%	\$378,129	\$0	\$1,033	\$377,096	117,812	802	\$2.20	\$826	86%	78%	FALSE	\$0	\$0	\$321,410	\$321,410			\$321,410			\$321,410
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$75,842	\$0	\$324	\$75,518	32,220	53	\$2.34	\$1,421	70%	171%	FALSE	\$0	\$0	\$64,296	\$64,296			\$64,296			\$64,296
433	MIDVALE DISTRICT	\$0	0.0%	\$70,568	\$76	\$257	\$70,236	32,667	50	\$2.15	\$1,406	64%	168%	FALSE	\$0	\$0	\$59,983	\$59,983			\$59,983			\$59,983
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$104,753	\$0	\$300	\$104,453	27,728	137	\$3.77	\$762	112%	92%	FALSE	\$0	\$0	\$89,040	\$89,040			\$89,040			\$89,040
455	COMPASS PUBLIC CHARTER LEA	\$10,573	7.6%	\$160,243	\$0	\$0	\$160,243	40,589	174	\$3.76	\$506	111%	113%	TRUE	\$128,184	\$129,332	\$128,184	\$128,184			\$128,184			\$128,184
456	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$109,125	\$0	\$444	\$108,711	61,195	169	\$2.99	\$909	77%	119%	FALSE	\$0	\$0	\$105,282	\$105,282			\$105,282			\$105,282
458	LIBERTY CHARTER LEA	\$0	0.0%	\$184,837	\$0	\$1,270	\$183,567	49,293	244	\$2.72	\$752	111%	91%	FALSE	\$0	\$0	\$167,111	\$167,111			\$167,111			\$167,111
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$47,534	\$0	\$131	\$47,503	21,416	44	\$2.22	\$1,080	66%	130%	FALSE	\$0	\$0	\$40,489	\$40,489			\$40,489			\$40,489
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$187,975	\$0	\$0	\$187,975	42,363	194	\$3.73	\$814	111%	96%	FALSE	\$0	\$0	\$134,279	\$134,279			\$134,279			\$134,279
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$83,296	\$0	\$0	\$83,296	28,836	92	\$2.89	\$905	86%	109%	FALSE	\$0	\$0	\$70,802	\$70,802			\$70,802			\$70,802
463	VISION CHARTER SCHOOL	\$11,708	9.9%	\$192,778	\$0	\$525	\$192,253	40,627	126	\$5.88	\$1,203	113%	148%	TRUE	\$117,709	\$91,482	\$118,155	\$118,155			\$118,155			\$118,155
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,883	\$0	\$0	\$76,883	16,798	108	\$4.68	\$732	136%	88%	FALSE	\$0	\$0	\$68,334	\$68,334			\$68,334			\$68,334
773	BLACKFOOT COMMUNITY LEARNING	\$8,753	13.3%	\$77,568	\$0	\$131	\$77,567	18,388	78	\$3.99	\$882	118%	120%	TRUE	\$67,008	\$88,632	\$67,172	\$67,172			\$67,172			\$67,172
789	IDAHO LEADERSHIP ACADEMY	\$0	0.0%	\$80,829	\$0	\$286	\$80,573	63,782	84	\$1.42	\$1,416	42%	171%	FALSE	\$0	\$0	\$77,219	\$77,219			\$77,219			\$77,219
792	NORTH STAR PUBLIC CHARTER SCHOOL	\$16,483	11.3%	\$160,404	\$0	\$0	\$160,404	45,307	201	\$4.15	\$982	104%	118%	TRUE	\$136,177	\$145,505	\$145,505	\$145,505			\$145,505			\$145,505
797	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$206,549	\$0	\$563	\$206,598	71,738	211	\$2.87	\$976	85%	118%	FALSE	\$0	\$0	\$175,567	\$175,567			\$175,567			\$175,567
799	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$247,799	\$0	\$701	\$247,097	75,396	276	\$3.28	\$895	98%	109%	FALSE	\$0	\$0	\$210,628	\$210,628			\$210,628			\$210,628
799	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$22,686	\$0	\$32	\$22,654	5,104	26	\$4.44	\$629	102%	76%	FALSE	\$0	\$0	\$19,283	\$19,283			\$19,283			\$19,283
Totals		\$524,883	0.1%	\$87,960,698	\$468,036	\$248,371	\$87,367,462	28,980,793	106,231								\$74,268,766	\$74,783,738			\$74,268,766	-\$7,184	\$1,240,497	\$72,981,069

Virtual Schools (IC 31-5309) and Full-Time Only Charter Schools Not part of FY08 State Totals, but subject to Funding Cap

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
462	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,179,356	\$0	\$0,822	\$1,189,773	0	2,213	\$0.00	\$629	0%	64%	FALSE	\$0	\$0	\$897,386	\$897,386			\$897,386			\$897,386
464	ROLLING HILLS CHARTER LEA	\$0	0.0%	\$1,410	\$0	\$2	\$1,411	576	0	\$2.45	\$0	73%	0%	FALSE	\$0	\$0	\$1,201	\$1,201			\$1,201			\$1,201
492	JANER CHARTER SCHOOL	\$194	11.7%	\$1,955	\$0	\$0	\$1,955	499	0	\$3.92	\$0	117%	0%	TRUE	\$1,467	\$1,467	\$1,467	\$1,467			\$1,467			\$1,467
772	HIDDEN SPRINGS CHARTER SCHOOL	\$0	0.0%	\$1,696	\$0	\$0	\$1,696	1,339	0	\$1.26	\$0	37%	0%	FALSE	\$0	\$0	\$1,433	\$1,433			\$1,433			\$1,433
Totals		\$194	0.0%	\$1,178,449	\$0	\$2,622	\$1,174,825	2,414	2,213								\$1,001,487	\$1,001,682			\$1,001,487	\$0	\$1,240,497	\$1,001,487

FY08 Estimated Charter Schools on a Current Year Payment Schedule and Advance Payments (IC 31-5209)

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	FY08 Advance Charter Payments	Final Payment Amount
461	VICTORY CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$85,000	\$85,000
466	COMPASS PUBLIC CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$123,264	\$123,264
466	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$114,872	\$114,872
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$40,796	\$40,796
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$116,691	\$116,691
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$69,000	\$69,000
463	VISION CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$105,600	\$105,600
789	NORTH STAR PUBLIC CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$160,606	\$160,606
797	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$158,176	\$158,176
799	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$178,780	\$178,780
Totals		\$0	0.0%	\$0	\$0	\$0	\$0	0	0								\$0	\$0			\$0	\$1,781,780	\$1,781,780

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

Use Tab Key To Enter Data

103% Funding Cap Appeal Application for Fiscal Year:

District Name: **Garden Valley** Number: **71** Date: **January 14, 2009**

The school district identified above is subject to a pupil 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: **(Please check all applicable boxes by using mouse key).**

- ☒ 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 cell I5 on Funding Cap Model).
- ☒ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☐ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

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.

Please 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. **Save document prior to submitting electronically. Submit to SDE by February 1, 2009.**

See attached narrative documentation:

Superintendent Signature: _____

Date: _____

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved ☐ disapproved ☐ the district's appeal and request at its regularly scheduled meeting on _____ at a Funding Cap Rate of _____ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

Returned to School District on _____

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**



DEPARTMENT OF EDUCATION

P.O. Box 83720
BOISE, IDAHO 83720-0027

MR. TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of School Transportation

February 9, 2009

Dr. Mike Tomlin, Superintendent
Garden Valley School District #71
P.O. Box 710
Garden Valley, ID 83622

Dear Superintendent Tomlin:

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 meet the criteria of a hardship route which would allow the district to increase the 103% cap by a maximum of 40% or to 143%. Our visit on February 6, 2009 verifies there have been no changes in the South Fork or Lowman routes and that they still meet the criteria for hardship routes.

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 18-19, 2009

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Lapwai School District.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

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 (\$26,696), Plummer/Worley (\$27,249), Garden Valley (\$42,792), Soda Springs (\$29,125), Orofino (\$3,603), Wendell (46,968), Valley (\$10,946), Moscow (\$18,358), Lapwai (\$5,058), Kellogg (\$39,076), Wallace (\$39,577), Avery (\$10,338), Twin Falls (\$146,267), McCall-Donnelly (\$29,445), Compass Public Charter (\$10,573), Vision Charter (11,706) Blackfoot Community Charter (\$8,763), North Star Public Charter (\$18,458), and not subject to FY06 state totals, but subject to funding cap, Anser Charter (\$194).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Plummer/Worley, Garden Valley, Orofino, Moscow, Lapwai, Kellogg, and Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

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 was reviewed and found to display uniquely difficult geographic circumstances and meet at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Lapwai School District submitted one school bus route that met the required criteria. This represents 14.3% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 117.3%.

IMPACT

\$5,058 distributed from the public school appropriation.

**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model	Page 3
Attachment 2 – Lapwai Cap Appeal Application	Page 7
Attachment 3 – Copies of District Cap Review Letter	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

A motion to deny/approve the request by Lapwai School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2007 of ____%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION

JUNE 18-19, 2009

Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider

Fiscal Year 2008 Data - Approved Costs Reimbursed in Fiscal Year 2009 (Fifth Capped Year)

Set percentage cap to apply to statewide average: Riders per Mile:

Revised: 05/01/2009 Preliminary

	Cost Per Mile	Cost Per Rider
Statewide Averages before cap	\$3.26	\$829
Statewide Averages after cap	\$2.46	\$854

Total Savings From Cap: Capped Riders: Actual Riders:

Savings Following Approvals & State Board Action:

DIST	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Lost Subsequent to Cap Impact (See Columns W & X)	Total 2008 Reimbursable Costs	INCL CODE	FY08 or FY09 SEA Program Assessment From Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above/Dist. State Average Measure	Amount Reimbursed at Statewide % CPM @ 85%	Amount Reimbursed at Statewide % CPR @ 85%	Mile Advantages Reimbursed @ 85% (plus assessment fee and in-lieu)	Total Amount Reimbursed @ 85% Prior to Cap	Funding Cap Penalty Waived	% Transportation Fee Waived	Total Amount at 85% with Handicap Waiver (plus assessment fee and in-lieu)	Year Year Available Adjustment	2008 FY08 Advance Estimate Reimbursement in FY08	Total Payment
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$6,806,023	\$1,280	\$24,927	\$6,780,116	1,981,666	8,998	\$3.42	\$1,130	102%	136%	FALSE	\$0	\$0	\$6,785,120	\$6,785,120			\$6,785,120		\$6,785,120	
002	MERIDIAN JOINT DISTRICT	\$0	0.0%	\$11,221,609	\$0	\$29,751	\$11,191,858	3,111,630	12,438	\$3.60	\$820	107%	100%	FALSE	\$0	\$0	\$9,538,368	\$9,538,368			\$9,538,368		\$9,538,368	
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,396,378	\$21,856	\$0,869	\$1,330,653	401,264	1,771	\$3.32	\$751	99%	91%	FALSE	\$0	\$0	\$1,152,921	\$1,152,921			\$1,152,921		\$1,152,921	
011	MEADOWS VALLEY DISTRICT	\$36,698	23.8%	\$102,337	\$0	\$235	\$102,603	21,272	22	\$4.34	\$2,019	147%	240%	TRUE	\$62,550	\$77,754	\$62,550	\$62,550			\$62,550		\$62,550	
013	COUNCIL DISTRICT	\$0	0.0%	\$73,580	\$3,883	\$246	\$69,721	32,540	82	\$2.14	\$1,125	64%	136%	FALSE	\$0	\$0	\$62,773	\$62,773			\$62,773		\$62,773	
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$449,487	\$8,824	\$1,607	\$439,846	155,934	619	\$2.82	\$711	84%	96%	FALSE	\$0	\$0	\$382,064	\$382,064			\$382,064		\$382,064	
028	POCATELLO DISTRICT	\$0	0.0%	\$2,759,894	\$184	\$10,625	\$2,749,986	849,256	3,826	\$3.24	\$717	98%	98%	FALSE	\$0	\$0	\$2,345,833	\$2,345,833			\$2,345,833		\$2,345,833	
030	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$609,136	\$6,280	\$1,612	\$591,236	166,829	456	\$3.00	\$1,004	89%	121%	FALSE	\$0	\$0	\$432,766	\$432,766			\$432,766		\$432,766	
041	ST MARIES JOINT DISTRICT	\$0	0.0%	\$690,455	\$2,645	\$1,933	\$688,522	189,894	443	\$3.42	\$1,485	102%	176%	FALSE	\$0	\$0	\$592,887	\$592,887			\$592,887		\$592,887	
044	PLUMMER-WORLEY JOINT DISTRICT	\$27,349	3.2%	\$284,672	\$0	\$1,199	\$285,472	101,974	264	\$3.73	\$1,485	112%	175%	TRUE	\$268,702	\$191,675	\$268,722	\$268,722			\$268,722		\$268,722	
052	SNAKE RIVER DISTRICT	\$0	0.0%	\$762,003	\$0	\$0	\$762,003	332,637	1,063	\$2.26	\$707	67%	88%	FALSE	\$0	\$0	\$639,203	\$639,203			\$639,203		\$639,203	
056	BLACKFOOT DISTRICT	\$0	0.0%	\$1,698,897	\$2,768	\$0	\$1,696,129	498,474	2,199	\$3.20	\$722	95%	87%	FALSE	\$0	\$0	\$1,361,489	\$1,361,489			\$1,361,489		\$1,361,489	
058	ABERDEEN DISTRICT	\$0	0.0%	\$346,668	\$0	\$1,082	\$344,678	116,279	396	\$2.96	\$941	88%	114%	FALSE	\$0	\$0	\$293,818	\$293,818			\$293,818		\$293,818	
059	FIRTH DISTRICT	\$0	0.0%	\$260,394	\$0	\$554	\$259,440	109,654	462	\$2.39	\$562	71%	68%	FALSE	\$0	\$0	\$221,335	\$221,335			\$221,335		\$221,335	
060	SHELLEY JOINT DISTRICT	\$0	0.0%	\$328,437	\$0	\$1,622	\$326,815	174,735	399	\$3.01	\$827	90%	64%	FALSE	\$0	\$0	\$449,171	\$449,171			\$449,171		\$449,171	
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,262,814	\$10,007	\$3,774	\$1,230,033	373,643	1,260	\$3.32	\$583	98%	119%	FALSE	\$0	\$0	\$1,064,892	\$1,064,892			\$1,064,892	-\$16,125	\$1,048,767	
071	GARDEN VALLEY DISTRICT	\$45,799	20.1%	\$220,712	\$14,388	\$706	\$206,638	83,658	190	\$4.40	\$2,182	101%	260%	TRUE	\$167,500	\$79,410	\$170,912	\$170,912			\$170,912		\$170,912	
072	BASIN SCHOOL DISTRICT	\$0	0.0%	\$281,337	\$588	\$0	\$280,751	83,827	221	\$3.26	\$1,270	100%	163%	FALSE	\$0	\$0	\$239,136	\$239,136			\$239,136		\$239,136	
070	HORSESHOE BEND SCHOOL DISTRICT	\$0	0.0%	\$113,637	\$0	\$207	\$113,200	28,548	127	\$3.97	\$827	119%	100%	FALSE	\$0	\$0	\$96,691	\$96,691			\$96,691		\$96,691	
083	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$622,431	\$0,190	\$0	\$619,281	223,856	702	\$2.77	\$583	82%	106%	FALSE	\$0	\$0	\$529,066	\$529,066			\$529,066		\$529,066	
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,636,538	\$12,151	\$10,877	\$1,613,510	\$99,856	1,324	\$2.69	\$1,218	80%	147%	FALSE	\$0	\$0	\$1,390,207	\$1,390,207			\$1,390,207		\$1,390,207	
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,523,220	\$0	\$8,960	\$2,514,260	594,909	3,402	\$4.23	\$739	126%	189%	FALSE	\$0	\$0	\$2,144,737	\$2,144,737			\$2,144,737		\$2,144,737	
092	SWAN VALLEY ELEMENTARY DISTRICT	\$0	0.0%	\$101,821	\$12,947	\$330	\$88,874	37,094	86	\$2.39	\$1,827	71%	184%	FALSE	\$0	\$0	\$86,048	\$86,048			\$86,048		\$86,048	
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,377,128	\$3,668	\$13,963	\$2,363,569	685,478	4,168	\$3.65	\$867	106%	88%	FALSE	\$0	\$0	\$2,020,669	\$2,020,669			\$2,020,669		\$2,020,669	
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$785,297	\$34,356	\$2,752	\$748,139	240,671	829	\$3.11	\$904	93%	109%	FALSE	\$0	\$0	\$667,494	\$667,494			\$667,494		\$667,494	
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$220,401	\$1,079	\$951	\$221,371	112,734	176	\$2.50	\$1,599	74%	150%	FALSE	\$0	\$0	\$240,891	\$240,891			\$240,891		\$240,891	
121	CANAS COUNTY DISTRICT	\$0	0.0%	\$88,027	\$1,876	\$251	\$86,800	47,868	61	\$1.79	\$1,407	63%	170%	FALSE	\$0	\$0	\$74,823	\$74,823			\$74,823		\$74,823	
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$4,730,183	\$0	\$12,984	\$4,717,199	1,003,907	6,535	\$4.76	\$731	142%	88%	FALSE	\$0	\$0	\$4,071,656	\$4,071,656			\$4,071,656		\$4,071,656	
132	CALDWELL DISTRICT	\$0	0.0%	\$2,718,310	\$0	\$7,890	\$2,710,420	449,870	3,201	\$8.02	\$847	179%	102%	FALSE	\$0	\$0	\$2,310,564	\$2,310,564			\$2,310,564		\$2,310,564	
133	WILDER DISTRICT	\$0	0.0%	\$162,749	\$0	\$421	\$162,327	47,730	202	\$2.40	\$804	101%	97%	FALSE	\$0	\$0	\$138,336	\$138,336			\$138,336		\$138,336	
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,008,127	\$0	\$2,831	\$1,005,296	246,092	1,387	\$4.09	\$725	122%	87%	FALSE	\$0	\$0	\$856,908	\$856,908			\$856,908		\$856,908	
136	NOTUS DISTRICT	\$0	0.0%	\$129,741	\$0	\$0	\$129,741	82,166	169	\$2.49	\$768	74%	93%	FALSE	\$0	\$0	\$110,280	\$110,280			\$110,280		\$110,280	
136	MELBA JOINT DISTRICT	\$0	0.0%	\$207,190	\$1,652	\$880	\$204,608	97,019	339	\$3.14	\$899	93%	108%	FALSE	\$0	\$0	\$261,078	\$261,078			\$261,078		\$261,078	
137	PARMA DISTRICT	\$0	0.0%	\$486,870	\$0	\$0	\$486,870	145,122	478	\$3.22	\$981	86%	118%	FALSE	\$0	\$0	\$398,840	\$398,840			\$398,840		\$398,840	
139	VALLIUE SCHOOL DISTRICT	\$0	0.0%	\$2,843,484	\$136	\$0	\$2,843,348	785,918	3,880	\$3.62	\$773	108%	93%	FALSE	\$0	\$0	\$2,416,961	\$2,416,961			\$2,416,961		\$2,416,961	
148	GRACE JOINT DISTRICT	\$0	0.0%	\$246,151	\$0	\$1,523	\$244,228	80,105	217	\$3.05	\$1,125	91%	136%	FALSE	\$0	\$0	\$209,228	\$209,228			\$209,228		\$209,228	
149	NORTH OREM DISTRICT	\$0	0.0%	\$107,791	\$0	\$0	\$107,791	36,878	76	\$2.92	\$1,418	87%	171%	FALSE	\$0	\$0	\$91,888	\$91,888			\$91,888		\$91,888	
150	SODA SPRINGS JOINT DISTRICT	\$25,125	10.7%	\$221,452	\$47,170	\$588	\$222,707	85,920	235	\$3.56	\$1,151	118%	144%	TRUE	\$202,676	\$165,885	\$244,121	\$244,121			\$244,121		\$244,121	
161	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,667,874	\$18,291	\$5,884	\$1,644,699	845,218	2,103	\$2.83	\$724	84%	87%	FALSE	\$0	\$0	\$1,332,693	\$1,332,693			\$1,332,693		\$1,332,693	
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$130,440	\$0	\$447	\$129,993	56,478	79	\$2.29	\$1,728	68%	208%	FALSE	\$0	\$0	\$110,634	\$110,634			\$110,634		\$110,634	
171	DROPID JOINT DISTRICT	\$2,943	8.7%	\$603,414	\$9,948	\$1,678	\$591,467	169,745	888	\$3.43	\$1,036	104%	121%	TRUE	\$469,161	\$426,915	\$469,299	\$469,299			\$469,299		\$469,299	
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$332,707	\$4,445	\$0	\$332,261	100,767	195	\$3.30	\$1,704	99%	205%	FALSE	\$0	\$0	\$282,801	\$282,801			\$282,801		\$282,801	
182	MACKAY JOINT DISTRICT	\$0	0.0%	\$216,691	\$0	\$818	\$216,813	75,320	90	\$2.87	\$2,368	98%	288%	FALSE	\$0	\$0	\$184,187	\$184,187			\$184,187		\$184,187	
191	PRAIRIE ELEMENTARY DISTRICT	\$0	0.0%	\$2,357	\$2,357	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$2,003	\$2,003			\$2,003		\$2,003	
192	GLENNS FERRY JOINT DISTRICT	\$0	0.0%	\$286,480	\$0	\$888	\$284,772	83,315	276	\$3.00	\$969	89%	116%	FALSE	\$0	\$0	\$226,641	\$226,641			\$226,641		\$226,641	
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,208,625	\$14,264	\$3,876	\$1,237,386	374,238	1,223	\$3.44	\$1,045	102%	136%	FALSE	\$0	\$0	\$1,109,696	\$1,109,696			\$1,109,696		\$1,109,696	

SDE

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STATE DEPARTMENT OF EDUCATION

JUNE 18-19, 2009

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
417	CASTLEFORD DISTRICT	\$0	0.0%	\$198,587	\$0	\$510	\$198,077	50,904	127	\$2.93	\$1,249	87%	150%	FALSE	\$0	\$0	\$134,799	\$134,799			\$134,799			\$134,799
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$130,591	\$0	\$315	\$130,276	48,632	116	\$2.68	\$1,123	80%	106%	FALSE	\$0	\$0	\$111,002	\$111,002			\$111,002			\$111,002
421	MC CALL-DONNELLY DISTRICT	\$29,445	6.5%	\$501,444	\$1,097	\$2,070	\$500,367	142,708	386	\$3.70	\$1,369	110%	168%	TRUE	\$419,067	\$280,254	\$422,263	\$422,263			\$422,263			\$422,263
422	CASCADE DISTRICT	\$0	0.0%	\$81,022	\$6,131	\$210	\$75,881	30,582	70	\$2.47	\$1,081	74%	130%	FALSE	\$0	\$0	\$68,869	\$68,869			\$68,869			\$68,869
431	WEISER DISTRICT	\$0	0.0%	\$378,129	\$0	\$1,033	\$377,096	117,812	802	\$2.20	\$826	86%	78%	FALSE	\$0	\$0	\$321,410	\$321,410			\$321,410			\$321,410
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$75,642	\$0	\$324	\$75,318	32,220	53	\$2.34	\$1,421	70%	171%	FALSE	\$0	\$0	\$64,296	\$64,296			\$64,296			\$64,296
433	MIDVALE DISTRICT	\$0	0.0%	\$70,568	\$76	\$257	\$70,236	32,667	50	\$2.15	\$1,406	64%	168%	FALSE	\$0	\$0	\$59,983	\$59,983			\$59,983			\$59,983
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$104,753	\$0	\$300	\$104,453	27,728	137	\$3.77	\$762	112%	92%	FALSE	\$0	\$0	\$89,040	\$89,040			\$89,040		\$84,533	\$4,507
455	COMPASS PUBLIC CHARTER LEA	\$10,573	7.6%	\$160,243	\$0	\$0	\$160,243	40,589	174	\$3.76	\$506	111%	113%	TRUE	\$128,184	\$129,332	\$128,184	\$128,184			\$128,184		\$129,438	\$1,746
456	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$109,125	\$0	\$444	\$108,711	61,195	169	\$2.99	\$909	77%	119%	FALSE	\$0	\$0	\$105,282	\$105,282			\$105,282		\$104,042	\$1,240
458	LIBERTY CHARTER LEA	\$0	0.0%	\$184,837	\$0	\$1,270	\$183,567	49,293	244	\$2.72	\$752	111%	91%	FALSE	\$0	\$0	\$167,111	\$167,111			\$167,111			\$167,111
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$47,534	\$0	\$131	\$47,503	21,416	44	\$2.22	\$1,080	66%	130%	FALSE	\$0	\$0	\$40,489	\$40,489			\$40,489		\$40,616	\$-127
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$187,975	\$0	\$0	\$187,975	42,363	194	\$3.73	\$814	111%	96%	FALSE	\$0	\$0	\$134,279	\$134,279			\$134,279		\$126,438	\$7,841
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$83,296	\$0	\$0	\$83,296	28,836	92	\$2.89	\$905	86%	109%	FALSE	\$0	\$0	\$70,802	\$70,802			\$70,802		\$69,499	\$1,497
463	VISION CHARTER SCHOOL	\$11,709	9.9%	\$192,778	\$0	\$525	\$192,253	40,627	129	\$5.88	\$1,203	113%	148%	TRUE	\$117,709	\$91,482	\$118,155	\$129,981			\$118,155		\$112,278	\$5,875
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,863	\$0	\$0	\$76,863	16,799	108	\$4.68	\$732	136%	88%	FALSE	\$0	\$0	\$68,334	\$68,334			\$68,334			\$68,334
773	BLACKFOOT COMMUNITY LEARNING	\$8,753	13.3%	\$77,568	\$0	\$131	\$77,567	19,388	79	\$3.99	\$982	118%	120%	TRUE	\$67,008	\$89,632	\$67,172	\$89,632			\$67,172			\$67,172
789	IDAHO LEADERSHIP ACADEMY	\$0	0.0%	\$80,829	\$0	\$286	\$80,573	63,782	84	\$1.42	\$1,416	42%	171%	FALSE	\$0	\$0	\$77,219	\$77,219			\$77,219			\$77,219
792	NORTH STAR PUBLIC CHARTER SCHOOL	\$16,483	11.5%	\$160,404	\$0	\$0	\$160,404	45,307	201	\$4.15	\$982	104%	116%	TRUE	\$136,177	\$145,505	\$145,505	\$145,505			\$145,505		\$145,523	\$-17
797	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$206,549	\$0	\$563	\$205,986	71,738	211	\$2.87	\$976	85%	118%	FALSE	\$0	\$0	\$175,567	\$175,567			\$175,567		\$174,698	\$869
799	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$247,799	\$0	\$701	\$247,097	75,396	276	\$3.28	\$895	98%	109%	FALSE	\$0	\$0	\$210,628	\$210,628			\$210,628		\$210,834	\$-206
799	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$22,686	\$0	\$32	\$22,654	5,104	26	\$4.44	\$629	102%	76%	FALSE	\$0	\$0	\$19,283	\$19,283			\$19,283			\$19,283
Totals		\$524,883	0.1%	\$87,960,608	\$468,036	\$248,371	\$87,367,462	28,980,793	106,231								\$74,268,766	\$74,783,738			\$74,268,766	\$-27,184	\$1,240,497	\$72,981,068

Virtual Schools (IC 31-5309) and Full-Time Only Charter Schools Not part of FY08 State Totals, but subject to Funding Cap

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
462	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,179,356	\$0	\$0,822	\$1,169,773	0	2,213	\$0.00	\$629	0%	64%	FALSE	\$0	\$0	\$897,386	\$897,386			\$897,386			\$897,386
464	ROLLING HILLS CHARTER LEA	\$0	0.0%	\$1,410	\$0	\$2	\$1,411	576	0	\$2.46	\$0	73%	0%	FALSE	\$0	\$0	\$1,201	\$1,201			\$1,201			\$1,201
492	JANER CHARTER SCHOOL	\$194	11.7%	\$1,955	\$0	\$0	\$1,955	499	0	\$3.92	\$0	117%	0%	TRUE	\$1,467	\$1,467	\$1,467	\$1,467			\$1,467			\$1,467
772	HIDDEN SPRINGS CHARTER SCHOOL	\$0	0.0%	\$1,696	\$0	\$0	\$1,696	1,339	0	\$1.26	\$0	37%	0%	FALSE	\$0	\$0	\$1,433	\$1,433			\$1,433			\$1,433
Totals		\$194	0.0%	\$1,778,449	\$0	\$2,622	\$1,774,825	2,414	2,213								\$1,001,487	\$1,001,682			\$1,001,487	\$0	\$1,240,497	\$1,001,487

FY08 Estimated Charter Schools on a Current Year Payment Schedule and Advance Payments (IC 31-5709)

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	FY08 Advance Charter Payments	Final Payment Amount
461	VICTORY CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$85,000	\$85,000
466	COMPASS PUBLIC CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$123,264	\$123,264
466	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$114,872	\$114,872
469	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$40,796	\$40,796
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$116,691	\$116,691
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$69,000	\$69,000
463	VISION CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$105,600	\$105,600
789	NORTH STAR PUBLIC CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$160,606	\$160,606
797	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$158,176	\$158,176
799	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$178,780	\$178,780
Totals		\$0	0.0%	\$0	\$0	\$0	\$0	0	0								\$0	\$0			\$0	\$1,781,780	\$1,781,780

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year:

Use Tab Key To Enter Data

District Name: **Garden Valley** Number: **71** Date: **January 14, 2009**

The school district identified above is subject to a pupil 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: **(Please check all applicable boxes by using mouse key).**

- ☒ 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 cell I5 on Funding Cap Model).
- ☒ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☐ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

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.

Please 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. **Save document prior to submitting electronically. Submit to SDE by February 1, 2009**

See attached narrative documentation:

Superintendent Signature: _____

Date: _____

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved ☐ disapproved ☐ the district's appeal and request at its regularly scheduled meeting on _____ at a Funding Cap Rate of _____ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

Returned to School District on _____

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**



DEPARTMENT OF EDUCATION

P.O. Box 83720
BOISE, IDAHO 83720-0027

MR. TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of School Transportation

February 9, 2009

Dr. Mike Tomlin, Superintendent
Garden Valley School District #71
P.O. Box 710
Garden Valley, ID 83622

Dear Superintendent Tomlin:

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 meet the criteria of a hardship route which would allow the district to increase the 103% cap by a maximum of 40% or to 143%. Our visit on February 6, 2009 verifies there have been no changes in the South Fork or Lowman routes and that they still meet the criteria for hardship routes.

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 18-19, 2009

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Moscow School District.

REFERENCE

June 20, 2008

M/S (Luna/Agidius): 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 the fiscal year 2007 of 109.7% or \$28,920.00.. Motion carried 5-0 (Hall excused absent).

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

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 (\$26,696), Plummer/Worley (\$27,249), Garden Valley (\$42,792), Soda Springs (\$29,125), Orofino (\$3,603), Wendell (46,968), Valley (\$10,946), Moscow (\$18,358), Lapwai (\$5,058), Kellogg (\$39,076), Wallace (\$39,577), Avery (\$10,338), Twin Falls (\$146,267), McCall-Donnelly (\$29,445), Compass Public Charter (\$10,573), Vision Charter (11,706) Blackfoot Community Charter (\$8,763), North Star Public Charter (\$18,458), and not subject to FY06 state totals, but subject to funding cap, Anser Charter (\$194).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Plummer/Worley, Garden Valley, Orofino, Moscow, Lapwai, Kellogg, and Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

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 was reviewed and found to display uniquely difficult geographic circumstances and meet at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board

STATE DEPARTMENT OF EDUCATION
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of Education for consideration. Moscow School District submitted one school bus route that met the required criteria. This represents 6.6% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 109.6%.

IMPACT

\$18,358 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model	Page 3
Attachment 2 – Moscow Cap Appeal Application	Page 7
Attachment 3 – Copies of District Cap Review Letter	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

A motion to deny/approve the request by Moscow School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2007 of ____%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION

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Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider

Fiscal Year 2008 Data - Approved Costs Reimbursed in Fiscal Year 2009 (Fifth Capped Year)

Set percentage cap to apply to statewide average: Riders per Mile:

Revised: 05/01/2009 Preliminary

	Cost Per Mile	Cost Per Rider
Statewide Averages before cap	\$3.26	\$829
Statewide Averages after cap	\$2.46	\$854

Total Savings From Cap: Capped Amount: Actual Amount:

Savings Following Approvals & State Board Action:

DIST	District Name	District Funding Capped Reimbursement Reduced By	Percent of Reimbursement Lost Subsequent to Cap Impact (See Columns W & X)	Total 2008 Reimbursable Costs	INCL CODE	FY08 or FY09 SEA Program Assessment From Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above/Dist. State Average Measure	Amount Reimbursed at Statewide % CPM @ 85%	Amount Reimbursed at Statewide % CPR @ 85%	Mile Advantages Reimbursed @ 85% (plus assessment fee and in-lieu)	Total Amount Reimbursed @ 85% Prior to Cap	Funding Cap Penalty Waived	% Transportation Fee Waived	Total Amount at 85% with Handicap Waiver (plus assessment fee and in-lieu)	Year Year Available Adjustment	2008 FY08 Advance Estimate Reimbursement in FY08	Total Payment
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$6,806,023	\$1,280	\$24,927	\$6,780,116	1,981,666	8,998	\$3.42	\$1,130	102%	136%	FALSE	\$0	\$0	\$6,785,120	\$6,785,120			\$6,785,120		\$6,785,120	
002	MERIDIAN JOINT DISTRICT	\$0	0.0%	\$11,221,609	\$0	\$29,751	\$11,191,858	3,111,630	12,438	\$3.60	\$820	107%	100%	FALSE	\$0	\$0	\$9,538,368	\$9,538,368			\$9,538,368		\$9,538,368	
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,396,378	\$21,856	\$0,869	\$1,330,653	401,264	1,771	\$3.32	\$751	99%	91%	FALSE	\$0	\$0	\$1,152,921	\$1,152,921			\$1,152,921		\$1,152,921	
011	MEADOWS VALLEY DISTRICT	\$36,698	23.8%	\$102,337	\$0	\$235	\$102,603	21,272	22	\$4.34	\$2,019	147%	240%	TRUE	\$62,550	\$77,754	\$62,550	\$62,550			\$62,550		\$62,550	
013	COUNCIL DISTRICT	\$0	0.0%	\$73,580	\$3,883	\$246	\$69,721	32,540	82	\$2.14	\$1,125	64%	136%	FALSE	\$0	\$0	\$62,773	\$62,773			\$62,773		\$62,773	
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$449,487	\$8,824	\$1,607	\$439,846	155,934	619	\$2.82	\$711	84%	96%	FALSE	\$0	\$0	\$382,064	\$382,064			\$382,064		\$382,064	
028	POCATELLO DISTRICT	\$0	0.0%	\$2,759,894	\$184	\$10,625	\$2,749,986	849,256	3,826	\$3.24	\$717	98%	98%	FALSE	\$0	\$0	\$2,345,833	\$2,345,833			\$2,345,833		\$2,345,833	
030	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$609,136	\$6,280	\$1,612	\$591,236	166,829	456	\$3.00	\$1,004	89%	121%	FALSE	\$0	\$0	\$432,766	\$432,766			\$432,766		\$432,766	
041	ST MARIES JOINT DISTRICT	\$0	0.0%	\$690,455	\$2,645	\$1,933	\$688,522	189,894	443	\$3.42	\$1,485	102%	176%	FALSE	\$0	\$0	\$592,887	\$592,887			\$592,887		\$592,887	
044	PLUMMER-WORLEY JOINT DISTRICT	\$27,349	3.2%	\$284,673	\$0	\$1,199	\$285,472	101,974	264	\$3.73	\$1,485	112%	175%	TRUE	\$268,703	\$191,676	\$268,722	\$268,722			\$268,722		\$268,722	
052	SNAKE RIVER DISTRICT	\$0	0.0%	\$762,003	\$0	\$0	\$762,003	332,637	1,063	\$2.26	\$707	67%	85%	FALSE	\$0	\$0	\$639,203	\$639,203			\$639,203		\$639,203	
056	BLACKFOOT DISTRICT	\$0	0.0%	\$1,698,897	\$2,768	\$0	\$1,696,129	498,474	2,199	\$3.20	\$722	95%	87%	FALSE	\$0	\$0	\$1,361,489	\$1,361,489			\$1,361,489		\$1,361,489	
058	ABERDEEN DISTRICT	\$0	0.0%	\$346,668	\$0	\$1,082	\$344,678	116,279	396	\$2.96	\$941	88%	114%	FALSE	\$0	\$0	\$293,818	\$293,818			\$293,818		\$293,818	
059	FIRTH DISTRICT	\$0	0.0%	\$260,394	\$0	\$554	\$259,440	109,654	462	\$2.59	\$562	71%	68%	FALSE	\$0	\$0	\$221,335	\$221,335			\$221,335		\$221,335	
060	SHELLEY JOINT DISTRICT	\$0	0.0%	\$328,437	\$0	\$1,622	\$326,815	174,735	399	\$3.01	\$527	90%	64%	FALSE	\$0	\$0	\$449,171	\$449,171			\$449,171		\$449,171	
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,262,814	\$10,007	\$3,774	\$1,230,033	373,640	1,260	\$3.32	\$583	98%	119%	FALSE	\$0	\$0	\$1,064,892	\$1,064,892			\$1,064,892	-\$16,125	\$1,048,767	
071	GARDEN VALLEY DISTRICT	\$45,799	20.1%	\$220,712	\$14,388	\$706	\$206,638	83,658	190	\$4.40	\$2,182	101%	260%	TRUE	\$167,500	\$79,410	\$170,313	\$170,313			\$170,313		\$170,313	
072	BASIN SCHOOL DISTRICT	\$0	0.0%	\$281,337	\$588	\$0	\$280,751	83,827	221	\$3.26	\$1,270	100%	163%	FALSE	\$0	\$0	\$239,136	\$239,136			\$239,136		\$239,136	
070	HORSESHOE BEND SCHOOL DISTRICT	\$0	0.0%	\$113,637	\$0	\$207	\$110,200	28,548	127	\$3.97	\$827	119%	100%	FALSE	\$0	\$0	\$96,691	\$96,691			\$96,691		\$96,691	
093	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$622,431	\$0,190	\$0	\$619,281	223,856	702	\$2.77	\$583	82%	106%	FALSE	\$0	\$0	\$529,066	\$529,066			\$529,066		\$529,066	
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,636,538	\$12,151	\$10,877	\$1,612,510	\$99,856	1,324	\$2.69	\$1,218	80%	147%	FALSE	\$0	\$0	\$1,390,207	\$1,390,207			\$1,390,207		\$1,390,207	
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,623,220	\$0	\$8,960	\$2,614,260	594,909	3,402	\$4.23	\$739	126%	189%	FALSE	\$0	\$0	\$2,144,737	\$2,144,737			\$2,144,737		\$2,144,737	
092	SWAN VALLEY ELEMENTARY DISTRICT	\$0	0.0%	\$101,821	\$12,947	\$330	\$88,874	37,094	86	\$2.39	\$1,827	71%	184%	FALSE	\$0	\$0	\$86,548	\$86,548			\$86,548		\$86,548	
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,377,128	\$3,668	\$13,963	\$2,363,569	685,478	4,168	\$3.65	\$867	106%	88%	FALSE	\$0	\$0	\$2,020,669	\$2,020,669			\$2,020,669		\$2,020,669	
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$785,297	\$34,356	\$2,752	\$748,139	240,671	829	\$3.11	\$904	93%	109%	FALSE	\$0	\$0	\$667,494	\$667,494			\$667,494		\$667,494	
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$220,401	\$1,079	\$951	\$221,371	112,734	176	\$2.50	\$1,599	74%	150%	FALSE	\$0	\$0	\$240,891	\$240,891			\$240,891		\$240,891	
121	CANAS COUNTY DISTRICT	\$0	0.0%	\$88,027	\$1,876	\$251	\$86,800	47,868	61	\$1.79	\$1,407	63%	170%	FALSE	\$0	\$0	\$74,823	\$74,823			\$74,823		\$74,823	
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$4,750,183	\$0	\$12,984	\$4,737,199	1,003,907	6,535	\$4.76	\$731	142%	88%	FALSE	\$0	\$0	\$4,071,656	\$4,071,656			\$4,071,656		\$4,071,656	
132	CALDWELL DISTRICT	\$0	0.0%	\$2,718,310	\$0	\$7,890	\$2,710,420	449,870	3,201	\$8.02	\$847	179%	102%	FALSE	\$0	\$0	\$2,310,564	\$2,310,564			\$2,310,564		\$2,310,564	
133	WILDER DISTRICT	\$0	0.0%	\$162,749	\$0	\$421	\$162,327	47,730	202	\$2.40	\$804	101%	97%	FALSE	\$0	\$0	\$138,336	\$138,336			\$138,336		\$138,336	
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,008,127	\$0	\$2,831	\$1,005,296	246,092	1,387	\$4.09	\$725	122%	87%	FALSE	\$0	\$0	\$856,908	\$856,908			\$856,908		\$856,908	
136	NOTUS DISTRICT	\$0	0.0%	\$129,741	\$0	\$0	\$129,741	82,166	169	\$2.49	\$768	74%	93%	FALSE	\$0	\$0	\$110,280	\$110,280			\$110,280		\$110,280	
136	MELBA JOINT DISTRICT	\$0	0.0%	\$207,190	\$1,652	\$880	\$204,608	97,019	339	\$3.14	\$899	93%	108%	FALSE	\$0	\$0	\$261,078	\$261,078			\$261,078		\$261,078	
137	PARMA DISTRICT	\$0	0.0%	\$486,870	\$0	\$0	\$486,870	145,122	478	\$3.22	\$981	86%	118%	FALSE	\$0	\$0	\$398,840	\$398,840			\$398,840		\$398,840	
139	VALLIUE SCHOOL DISTRICT	\$0	0.0%	\$2,843,484	\$136	\$0	\$2,843,348	785,918	3,880	\$3.62	\$773	108%	93%	FALSE	\$0	\$0	\$2,416,961	\$2,416,961			\$2,416,961		\$2,416,961	
148	GRACE JOINT DISTRICT	\$0	0.0%	\$246,151	\$0	\$1,523	\$244,228	80,105	217	\$3.05	\$1,125	91%	136%	FALSE	\$0	\$0	\$209,228	\$209,228			\$209,228		\$209,228	
149	NORTH OREM DISTRICT	\$0	0.0%	\$107,791	\$0	\$0	\$107,791	36,878	76	\$2.82	\$1,418	87%	171%	FALSE	\$0	\$0	\$91,888	\$91,888			\$91,888		\$91,888	
150	SODA SPRINGS JOINT DISTRICT	\$25,125	10.7%	\$321,455	\$47,170	\$588	\$272,707	85,920	235	\$3.56	\$1,151	118%	144%	TRUE	\$202,676	\$165,885	\$244,121	\$244,121			\$244,121		\$244,121	
161	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,867,874	\$18,291	\$5,884	\$1,844,699	845,218	2,103	\$2.83	\$724	84%	84%	FALSE	\$0	\$0	\$1,332,693	\$1,332,693			\$1,332,693		\$1,332,693	
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$130,440	\$0	\$447	\$129,593	56,478	79	\$2.29	\$1,728	68%	208%	FALSE	\$0	\$0	\$110,634	\$110,634			\$110,634		\$110,634	
171	DROPID JOINT DISTRICT	\$2,943	8.7%	\$603,414	\$9,948	\$1,678	\$591,467	169,745	888	\$3.43	\$1,066	104%	121%	TRUE	\$469,161	\$426,915	\$469,299	\$469,299			\$469,299		\$469,299	
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$332,707	\$4,445	\$0	\$332,261	100,767	195	\$3.30	\$1,704	99%	205%	FALSE	\$0	\$0	\$282,801	\$282,801			\$282,801		\$282,801	
182	MACKAY JOINT DISTRICT	\$0	0.0%	\$216,691	\$0	\$818	\$216,813	75,320	90	\$2.87	\$2,368	98%	288%	FALSE	\$0	\$0	\$184,197	\$184,197			\$184,197		\$184,197	
191	PRAIRIE ELEMENTARY DISTRICT	\$0	0.0%	\$2,357	\$2,357	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$2,003	\$2,003			\$2,003		\$2,003	
192	GLENN'S FERRY JOINT DISTRICT	\$0	0.0%	\$286,480	\$0	\$888	\$284,772	83,315	276	\$3.00	\$969	89%	116%	FALSE	\$0	\$0	\$225,641	\$225,641			\$225,641		\$225,641	
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,308,625	\$14,264	\$3,876	\$1,287,386	374,238	1,223	\$3.44	\$1,045	102%	136%	FALSE	\$0	\$0	\$1,109,696	\$1,109,696			\$1,109,696		\$1,109,696	

STATE DEPARTMENT OF EDUCATION

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Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Lost Subsequent to Cap Impact (See Column WA X)	Total 100% Reimbursement Costs	In-Line Costs	FY08 or FY09 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursement Costs (Lines In-Line and SDE Fees)	Reimbursement Miles	Rollers	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	Design Above Both State Average Measures	Amount Reimbursed at CPM @ 95%	Amount Reimbursed at CPM @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fees and in line)	Total Amount Reimbursed at 95% Prior to Cap	Funding Cap Penalty Waiver	% Hardship Status Waiver	Total Amount Reimbursed at 95% with Hardship Waiver (plus assessment fees and in line)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursement in FY08	Final Payment Amount
201	PRESTON JOINT DISTRICT	\$0	0.0%	\$604,473	\$4,266	\$1,897	\$598,210	168,585	1,265	\$3.55	\$473	106%	87%	FALSE	\$0	\$0	\$513,802	\$513,802			\$513,802			\$513,802
202	WEST SIDE JOINT DISTRICT	\$0	0.0%	\$221,444	\$0	\$645	\$220,799	75,620	372	\$2.92	\$594	87%	72%	FALSE	\$0	\$0	\$188,227	\$188,227			\$188,227			\$188,227
215	FREMONT COUNTY JOINT DISTRICT	\$0	0.0%	\$795,477	\$9,633	\$0	\$785,844	252,419	964	\$3.10	\$818	93%	99%	FALSE	\$0	\$0	\$678,705	\$678,705			\$678,705			\$678,705
221	EMMETT INDEPENDENT DIST	\$0	0.0%	\$1,121,807	\$6,887	\$7,998	\$1,106,922	335,594	1,450	\$3.30	\$763	98%	92%	FALSE	\$0	\$0	\$953,536	\$953,536			\$953,536			\$953,536
231	GOODING JOINT DISTRICT	\$0	0.0%	\$423,862	\$0	\$0	\$423,862	96,181	669	\$4.45	\$745	123%	90%	FALSE	\$0	\$0	\$260,282	\$260,282			\$260,282			\$260,282
232	WENDELL DISTRICT	\$46,868	14.4%	\$282,327	\$923	\$0	\$283,250	60,323	283	\$4.20	\$389	126%	120%	TRUE	\$285,517	\$278,078	\$278,078	\$278,078			\$278,078			\$278,078
233	HAGERMAN JOINT DISTRICT	\$0	0.0%	\$61,326	\$0	\$246	\$60,980	34,100	113	\$2.67	\$305	79%	97%	FALSE	\$0	\$0	\$77,627	\$77,627			\$77,627			\$77,627
234	BLISS JOINT DISTRICT	\$0	0.0%	\$86,840	\$0	\$245	\$86,595	26,327	92	\$3.29	\$941	98%	114%	FALSE	\$0	\$0	\$73,814	\$73,814			\$73,814			\$73,814
242	COTTONWOOD JOINT DISTRICT	\$0	0.0%	\$189,517	\$2909	\$695	\$187,913	62,657	198	\$2.68	\$849	90%	102%	FALSE	\$0	\$0	\$144,089	\$144,089			\$144,089			\$144,089
243	SALMON RIVER SCHOOL DISTRICT	\$0	0.0%	\$66,711	\$9,617	\$294	\$66,700	26,870	46	\$2.11	\$1,230	60%	149%	FALSE	\$0	\$0	\$36,704	\$36,704			\$36,704			\$36,704
244	MOUNTAIN VIEW SCHOOL DISTRICT	\$0	0.0%	\$487,209	\$29,740	\$2,067	\$465,402	203,120	437	\$2.18	\$1,477	96%	178%	FALSE	\$0	\$0	\$384,128	\$384,128			\$384,128			\$384,128
261	JEFFERSON COUNTY JT DISTRICT	\$0	0.0%	\$1,817,662	\$0	\$4,882	\$1,815,070	642,261	2,765	\$2.82	\$695	84%	79%	FALSE	\$0	\$0	\$1,545,004	\$1,545,004			\$1,545,004			\$1,545,004
252	RURIE JOINT DISTRICT	\$0	0.0%	\$292,492	\$0	\$0	\$292,492	89,792	367	\$4.22	\$707	126%	95%	FALSE	\$0	\$0	\$214,618	\$214,618			\$214,618			\$214,618
253	WEST JEFFERSON DISTRICT	\$0	0.0%	\$422,510	\$0	\$1,228	\$421,282	176,044	353	\$2.39	\$1,193	71%	144%	FALSE	\$0	\$0	\$359,134	\$359,134			\$359,134			\$359,134
261	JEROME JOINT DISTRICT	\$0	0.0%	\$304,549	\$0	\$0	\$304,549	367,300	1,206	\$2.94	\$715	88%	98%	FALSE	\$0	\$0	\$769,207	\$769,207			\$769,207			\$769,207
262	VALLEY DISTRICT	\$10,349	3.0%	\$435,968	\$17,072	\$1,638	\$417,258	116,812	372	\$3.97	\$1,122	106%	138%	TRUE	\$243,899	\$270,680	\$269,628	\$270,673			\$269,628			\$269,628
271	COLLEUR D'ALENE DISTRICT	\$0	0.0%	\$2,280,882	\$10,449	\$6,821	\$2,183,612	624,174	2,720	\$3.51	\$895	108%	97%	FALSE	\$0	\$0	\$1,877,636	\$1,877,636			\$1,877,636			\$1,877,636
272	LAKELAND DISTRICT	\$0	0.0%	\$1,444,188	\$4,196	\$4,088	\$1,435,913	572,382	1,878	\$2.91	\$910	78%	110%	FALSE	\$0	\$0	\$1,221,544	\$1,221,544			\$1,221,544			\$1,221,544
273	POST FALLS DISTRICT	\$0	0.0%	\$1,220,575	\$225	\$4,672	\$1,225,078	296,957	2,266	\$4.14	\$519	123%	92%	FALSE	\$0	\$0	\$1,045,989	\$1,045,989			\$1,045,989			\$1,045,989
274	KOOTENAI DISTRICT	\$0	0.0%	\$200,019	\$1,545	\$797	\$197,677	71,346	162	\$2.77	\$1,220	92%	147%	FALSE	\$0	\$0	\$170,016	\$170,016			\$170,016			\$170,016
281	MOOSEWAT DISTRICT	\$18,269	3.5%	\$604,478	\$0	\$1,543	\$592,935	134,563	704	\$4.55	\$889	127%	107%	TRUE	\$296,877	\$611,137	\$512,448	\$520,806			\$512,448			\$512,448
282	GENESSEE JOINT DISTRICT	\$0	0.0%	\$154,526	\$480	\$200	\$153,846	52,682	92	\$2.92	\$1,616	87%	199%	FALSE	\$0	\$0	\$131,256	\$131,256			\$131,256			\$131,256
283	KENDRICK JOINT DISTRICT	\$0	0.0%	\$179,110	\$687	\$461	\$177,962	79,691	146	\$2.20	\$1,227	66%	148%	FALSE	\$0	\$0	\$162,244	\$162,244			\$162,244			\$162,244
286	POTLATCH DISTRICT	\$0	0.0%	\$284,886	\$2,824	\$596	\$280,566	103,527	214	\$2.71	\$1,313	81%	186%	FALSE	\$0	\$0	\$242,068	\$242,068			\$242,068			\$242,068
287	TROY SCHOOL DISTRICT	\$0	0.0%	\$139,819	\$0	\$610	\$139,209	47,382	180	\$2.94	\$938	87%	112%	FALSE	\$0	\$0	\$118,843	\$118,843			\$118,843			\$118,843
288	WHITEPINE JT SCHOOL DISTRICT	\$0	0.0%	\$225,774	\$0	\$637	\$225,137	89,440	134	\$2.62	\$1,680	75%	203%	FALSE	\$0	\$0	\$191,908	\$191,908			\$191,908			\$191,908
291	SALMON DISTRICT	\$0	0.0%	\$288,247	\$1,991	\$1,245	\$286,011	71,096	304	\$4.01	\$963	119%	100%	FALSE	\$0	\$0	\$245,010	\$245,010			\$245,010			\$245,010
292	SOUTH LEMHI DISTRICT	\$0	0.0%	\$100,869	\$10,232	\$322	\$90,406	30,082	60	\$2.70	\$1,806	81%	218%	FALSE	\$0	\$0	\$85,816	\$85,816			\$85,816			\$85,816
302	NEZPERCE JOINT DISTRICT	\$0	0.0%	\$111,788	\$0	\$385	\$111,404	60,628	48	\$2.10	\$2,321	63%	280%	FALSE	\$0	\$0	\$96,021	\$96,021			\$96,021			\$96,021
304	KAMAH JOINT DISTRICT	\$0	0.0%	\$164,427	\$0,982	\$644	\$160,791	49,310	172	\$2.26	\$809	97%	113%	FALSE	\$0	\$0	\$139,783	\$139,783			\$139,783			\$139,783
306	HIGHLAND JOINT DISTRICT	\$0	0.0%	\$226,211	\$0,262	\$691	\$222,558	90,376	90	\$2.77	\$2,779	92%	206%	FALSE	\$0	\$0	\$192,279	\$192,279			\$192,279			\$192,279
312	SHOSHONE JOINT DISTRICT	\$0	0.0%	\$177,369	\$10,859	\$0	\$166,480	59,453	328	\$2.80	\$608	83%	61%	FALSE	\$0	\$0	\$150,764	\$150,764			\$150,764			\$150,764
314	DIETRICH DISTRICT	\$0	0.0%	\$112,323	\$10,531	\$416	\$101,375	30,255	95	\$2.35	\$1,560	100%	188%	FALSE	\$0	\$0	\$95,474	\$95,474			\$95,474			\$95,474
316	RICHFIELD DISTRICT	\$0	0.0%	\$79,050	\$0	\$205	\$78,845	26,450	106	\$2.98	\$744	89%	90%	FALSE	\$0	\$0	\$67,229	\$67,229			\$67,229			\$67,229
321	MADISON DISTRICT	\$0	0.0%	\$1,378,507	\$6,263	\$4,862	\$1,367,382	404,799	2,651	\$3.38	\$915	101%	62%	FALSE	\$0	\$0	\$1,172,071	\$1,172,071			\$1,172,071			\$1,172,071
322	SUGAR-GALEM JOINT DISTRICT	\$0	0.0%	\$401,421	\$0	\$1,088	\$400,333	123,141	619	\$3.26	\$647	97%	78%	FALSE	\$0	\$0	\$341,208	\$341,208			\$341,208			\$341,208
331	MINIDOKA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,592,319	\$0	\$0	\$1,592,319	685,049	2,014	\$2.33	\$771	69%	53%	FALSE	\$0	\$0	\$1,319,471	\$1,319,471			\$1,319,471			\$1,319,471
340	LEWISTON INDEPENDENT DISTRICT	\$0	0.0%	\$1,235,713	\$0	\$0	\$1,235,713	389,178	1,417	\$3.44	\$872	102%	106%	FALSE	\$0	\$0	\$1,050,366	\$1,050,366			\$1,050,366			\$1,050,366
341	LAPWAI DISTRICT	\$9,058	2.6%	\$235,795	\$0,645	\$677	\$232,264	85,524	133	\$2.85	\$1,671	106%	202%	TRUE	\$193,687	\$56,644	\$187,711	\$187,708			\$187,711			\$187,711
342	CULDESAC JOINT DISTRICT	\$0	0.0%	\$87,934	\$0	\$280	\$87,654	30,297	32	\$2.89	\$2,738	86%	330%	FALSE	\$0	\$0	\$74,744	\$74,744			\$74,744			\$74,744
351	ONIDA COUNTY DISTRICT	\$0	0.0%	\$286,548	\$0	\$0	\$286,548	113,974	428	\$2.34	\$823	70%	75%	FALSE	\$0	\$0	\$226,651	\$226,651			\$226,651			\$226,651
362	MARSHING JOINT DISTRICT	\$0	0.0%	\$338,592	\$0	\$1,268	\$336,324	115,734	428	\$2.92	\$788	87%	96%	FALSE	\$0	\$0	\$288,653	\$288,653			\$288,653			\$288,653
364	PLEASANT VALLEY ELEM DISTRICT	\$0	0.0%	\$7,062	\$6,874	\$0	\$178	188	0	\$0.96	\$0	39%	0%	FALSE	\$0	\$0	\$6,994	\$6,994			\$6,994			\$6,994
365	GRUNEAU-GRAND VIEW JOINT DISTRICT	\$0	0.0%	\$287,262	\$26,829	\$785	\$259,748	123,324	230	\$1.96	\$999	56%	120%	FALSE	\$0	\$0	\$218,758	\$218,758			\$218,758			\$218,758
370	HOMEDALE JOINT DISTRICT	\$0	0.0%	\$434,768	\$0	\$1,515	\$433,253	133,717	615	\$3.24	\$704	96%	95%	FALSE	\$0	\$0	\$369,544	\$369,544			\$369,544			\$369,544
371	PAIETTE JOINT DISTRICT	\$0	0.0%	\$331,017	\$0	\$0	\$331,017	96,194	720	\$3.48	\$480	104%	85%	FALSE	\$0	\$0	\$281,364	\$281,364			\$281,364			\$281,364
372	NEW PLUMOUTH DISTRICT	\$0	0.0%	\$282,079	\$4,379	\$886	\$276,813	90,692	395	\$3.45	\$717	102%	96%	FALSE	\$0	\$0	\$239,767	\$239,767			\$239,767			\$239,767
373	FRUITLAND DISTRICT	\$0	0.0%	\$372,037	\$0	\$1,286	\$370,751	92,206	657	\$4.02	\$564	120%	68%	FALSE	\$0	\$0	\$316,231	\$316,231			\$316,231			\$316,231
381	AMERICAN FALLS JOINT DISTRICT	\$0	0.0%	\$690,395	\$0	\$2,892	\$687,504	221,742	489	\$3.19	\$1,407	92%	170%	FALSE	\$0	\$0	\$596,803	\$596,803			\$596,803			\$596,803
382	ROCKLAND DISTRICT	\$0	0.0%	\$49,889	\$0	\$1,128	\$48,761	26,614	49	\$1.87	\$1,016	86%	122%	FALSE	\$0	\$0	\$42,406	\$42,406			\$42,406			\$42,406
383	ARBON ELEMENTARY DISTRICT	\$0	0.0%	\$48,290	\$0	\$147	\$48,143	19,945	12	\$2.41	\$4,009	72%	480%	FALSE	\$0	\$0	\$41,013	\$41,013			\$41,013			\$41,013
391	KELLOGG JOINT DISTRICT	\$29,076	6.6%	\$711,716	\$6,128	\$2,182	\$703,599	189,803	891	\$2.76	\$1,032	119%	124%	TRUE	\$598,289	\$494,439	\$498,892	\$504,939			\$498,892			\$498,892
392	MILLAN DISTRICT	\$0	0.0%	\$16,820	\$0	\$41	\$16,879	8,868	18	\$1.85	\$938	68%	112%	FALSE	\$0	\$0	\$14,382	\$14,382			\$14,382			\$14,382
393	WALLACE DISTRICT	\$38,677	12.8%	\$307,829	\$0	\$0	\$307,829	\$6,188	303	\$4.51	\$1,114	119%	108%	TRUE	\$247,678	\$219,398	\$247,678	\$247,678			\$247,678			\$247,678
394	AVERY	\$10,328	7.2%	\$182,252	\$827	\$895	\$181,428	\$4,942	34	\$2.70	\$4,921	111%	590%	TRUE	\$122,163	\$24,685	\$132,853	\$143,691			\$132,853			\$132,853
401	TEYON COUNTY DISTRICT	\$0	0.0%	\$675,394	\$61	\$0	\$675,333	232,143	695	\$2.48	\$829	74%	100%											

STATE DEPARTMENT OF EDUCATION

JUNE 18-19, 2009

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
417	CASTLEFORD DISTRICT	\$0	0.0%	\$198,587	\$0	\$510	\$198,077	50,904	127	\$2.93	\$1,249	87%	150%	FALSE	\$0	\$0	\$134,799	\$134,799			\$134,799			\$134,799
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$130,591	\$0	\$315	\$130,276	48,632	116	\$2.68	\$1,123	80%	106%	FALSE	\$0	\$0	\$111,002	\$111,002			\$111,002			\$111,002
421	MC CALL-DONNELLY DISTRICT	\$29,445	6.5%	\$501,444	\$1,097	\$2,070	\$500,367	142,708	386	\$3.70	\$1,369	110%	168%	TRUE	\$419,067	\$280,254	\$422,283	\$422,283			\$422,283			\$422,283
422	CASCADE DISTRICT	\$0	0.0%	\$81,022	\$6,131	\$210	\$75,881	30,582	70	\$2.47	\$1,081	74%	130%	FALSE	\$0	\$0	\$68,869	\$68,869			\$68,869			\$68,869
431	WEISER DISTRICT	\$0	0.0%	\$378,129	\$0	\$1,033	\$377,096	117,812	802	\$2.20	\$826	86%	78%	FALSE	\$0	\$0	\$321,410	\$321,410			\$321,410			\$321,410
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$75,642	\$0	\$324	\$75,318	32,220	53	\$2.34	\$1,421	70%	171%	FALSE	\$0	\$0	\$64,296	\$64,296			\$64,296			\$64,296
433	MIDVALE DISTRICT	\$0	0.0%	\$70,568	\$76	\$257	\$70,236	32,667	50	\$2.15	\$1,406	64%	168%	FALSE	\$0	\$0	\$59,983	\$59,983			\$59,983			\$59,983
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$104,753	\$0	\$300	\$104,453	27,728	137	\$3.77	\$762	112%	92%	FALSE	\$0	\$0	\$89,040	\$89,040			\$89,040		\$84,533	\$4,507
455	COMPASS PUBLIC CHARTER LEA	\$10,573	7.6%	\$160,243	\$0	\$0	\$160,243	40,589	174	\$3.76	\$505	111%	113%	TRUE	\$128,184	\$129,332	\$128,184	\$128,184			\$128,184		\$129,438	\$1,254
456	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$109,125	\$0	\$444	\$108,711	61,195	169	\$2.99	\$909	77%	110%	FALSE	\$0	\$0	\$105,282	\$105,282			\$105,282		\$104,042	\$1,240
458	LIBERTY CHARTER LEA	\$0	0.0%	\$184,837	\$0	\$1,270	\$183,567	49,293	244	\$2.72	\$752	111%	91%	FALSE	\$0	\$0	\$167,111	\$167,111			\$167,111			\$167,111
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$47,534	\$0	\$131	\$47,503	21,416	44	\$2.22	\$1,080	66%	130%	FALSE	\$0	\$0	\$40,489	\$40,489			\$40,489		\$40,616	\$-127
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$187,975	\$0	\$0	\$187,975	42,363	194	\$3.73	\$814	111%	96%	FALSE	\$0	\$0	\$134,279	\$134,279			\$134,279		\$126,438	\$7,841
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$83,296	\$0	\$0	\$83,296	28,836	92	\$2.89	\$905	86%	109%	FALSE	\$0	\$0	\$70,802	\$70,802			\$70,802		\$69,499	\$1,303
463	VISION CHARTER SCHOOL	\$11,709	9.9%	\$192,778	\$0	\$525	\$192,253	40,627	129	\$5.88	\$1,203	113%	148%	TRUE	\$117,709	\$91,482	\$118,155	\$118,155			\$118,155		\$112,278	\$5,877
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,883	\$0	\$0	\$76,883	16,799	108	\$4.68	\$732	136%	88%	FALSE	\$0	\$0	\$68,334	\$68,334			\$68,334			\$68,334
773	BLACKFOOT COMMUNITY LEARNING	\$8,753	13.3%	\$77,568	\$0	\$131	\$77,567	19,388	78	\$3.99	\$882	118%	120%	TRUE	\$67,008	\$88,622	\$67,172	\$67,172			\$67,172			\$67,172
789	IDAHO LEADERSHIP ACADEMY	\$0	0.0%	\$80,829	\$0	\$286	\$80,573	63,782	84	\$1.42	\$1,416	42%	171%	FALSE	\$0	\$0	\$77,219	\$77,219			\$77,219			\$77,219
792	NORTH STAR PUBLIC CHARTER SCHOOL	\$16,483	11.5%	\$160,404	\$0	\$0	\$160,404	45,307	201	\$4.15	\$982	104%	118%	TRUE	\$136,177	\$145,505	\$145,505	\$145,505			\$145,505		\$145,523	\$-18
797	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$206,549	\$0	\$563	\$205,986	71,738	211	\$2.87	\$976	85%	118%	FALSE	\$0	\$0	\$175,567	\$175,567			\$175,567		\$174,598	\$969
798	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$247,799	\$0	\$701	\$247,097	75,396	276	\$3.28	\$895	98%	109%	FALSE	\$0	\$0	\$210,628	\$210,628			\$210,628		\$210,834	\$-206
799	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$22,686	\$0	\$32	\$22,654	5,104	26	\$4.44	\$629	102%	76%	FALSE	\$0	\$0	\$19,283	\$19,283			\$19,283			\$19,283
Totals		\$524,883	0.1%	\$87,960,608	\$468,035	\$248,371	\$87,367,462	28,980,793	106,231								\$74,268,766	\$74,783,738			\$74,268,766	\$-27,184	\$1,240,497	\$72,981,068

Virtual Schools (IC 31-5309) and Full-Time Only Charter Schools Not part of FY08 State Totals, but subject to Funding Cap

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
462	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,179,356	\$0	\$0,822	\$1,189,773	0	2,213	\$0.00	\$629	0%	64%	FALSE	\$0	\$0	\$897,386	\$897,386			\$897,386			\$897,386
464	ROLLING HILLS CHARTER LEA	\$0	0.0%	\$1,410	\$0	\$2	\$1,411	576	0	\$2.45	\$0	73%	0%	FALSE	\$0	\$0	\$1,201	\$1,201			\$1,201			\$1,201
492	JANER CHARTER SCHOOL	\$194	11.7%	\$1,955	\$0	\$0	\$1,955	499	0	\$3.92	\$0	117%	0%	TRUE	\$1,467	\$1,467	\$1,467	\$1,467			\$1,467			\$1,467
772	HIDDEN SPRINGS CHARTER SCHOOL	\$0	0.0%	\$1,696	\$0	\$0	\$1,696	1,339	0	\$1.26	\$0	37%	0%	FALSE	\$0	\$0	\$1,433	\$1,433			\$1,433			\$1,433
Totals		\$194	0.0%	\$1,178,449	\$0	\$0,822	\$1,174,825	2,414	2,213								\$1,001,487	\$1,001,682			\$1,001,487	\$0	\$1,240,497	\$1,001,487

FY08 Estimated Charter Schools on a Current Year Payment Schedule and Advance Payments (IC 31-5209)

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	FY08 Advance Charter Payments	Final Payment Amount
461	VICTORY CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$85,000	\$85,000
466	COMPASS PUBLIC CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$123,264	\$123,264
466	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$114,872	\$114,872
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$40,796	\$40,796
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$116,691	\$116,691
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$69,000	\$69,000
463	VISION CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$105,600	\$105,600
789	NORTH STAR PUBLIC CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$160,606	\$160,606
797	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$158,176	\$158,176
798	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$178,780	\$178,780
Totals		\$0	0.0%	\$0	\$0	\$0	\$0	0	0								\$0	\$0			\$0	\$1,781,780	\$1,781,780

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year:

Use Tab Key To Enter Data

District Name: **Garden Valley** Number: **71** Date: **January 14, 2009**

The school district identified above is subject to a pupil 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: **(Please check all applicable boxes by using mouse key).**

- ☒ 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 cell I5 on Funding Cap Model).
- ☒ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☐ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

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.

Please 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. **Save document prior to submitting electronically. Submit to SDE by February 1, 2009**

See attached narrative documentation:

Superintendent Signature: _____

Date: _____

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved ☐ disapproved ☐ the district's appeal and request at its regularly scheduled meeting on _____ at a Funding Cap Rate of _____ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

Returned to School District on _____

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**



DEPARTMENT OF EDUCATION

P.O. Box 83720
BOISE, IDAHO 83720-0027

MR. TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of School Transportation

February 9, 2009

Dr. Mike Tomlin, Superintendent
Garden Valley School District #71
P.O. Box 710
Garden Valley, ID 83622

Dear Superintendent Tomlin:

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%. Our visit on February 6, 2009 verifies there have been no changes in the South Fork or Lowman routes and that they still meet the criteria for hardship routes.

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 18-19, 2009

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Orofino School District.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

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 (\$26,696), Plummer/Worley (\$27,249), Garden Valley (\$42,792), Soda Springs (\$29,125), Orofino (\$3,603), Wendell (46,968), Valley (\$10,946), Moscow (\$18,358), Lapwai (\$5,058), Kellogg (\$39,076), Wallace (\$39,577), Avery (\$10,338), Twin Falls (\$146,267), McCall-Donnelly (\$29,445), Compass Public Charter (\$10,573), Vision Charter (11,706) Blackfoot Community Charter (\$8,763), North Star Public Charter (\$18,458), and not subject to FY06 state totals, but subject to funding cap, Anser Charter (\$194).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Plummer/Worley, Garden Valley, Orofino, Moscow, Lapwai, Kellogg, and Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

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 was reviewed and found to display uniquely difficult geographic circumstances and meet at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Orofino School District submitted two school bus routes that met the required criteria. This represents 9.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 112%.

IMPACT

\$3,603 distributed from the public school appropriation.

**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model	Page 3
Attachment 2 – Orofino Cap Appeal Application	Page 7
Attachment 3 – Copies of District Cap Review Letter	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

A motion to deny/approve the request by Orofino School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2007 of ____%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION

JUNE 18-19, 2009

Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider

Fiscal Year 2008 Data - Approved Costs Reimbursed in Fiscal Year 2009 (Fifth Capped Year)

Set percentage cap to apply to statewide average: Riders per Mile:

Revised: 05/01/2009 (Voluntary)

	Cost Per Mile	Cost Per Rider
Statewide Averages before cap	\$3.26	\$829
Statewide Averages after cap	\$2.46	\$854
Total Savings From Cap	\$525,182	
Savings Following Appeals & State Board Action	\$525,182	\$76,134,242

DIST	District Name	District Funding Capped Reimbursement Reduced By	Percent of Reimbursement Lost Subsequent to Cap Impact (See Columns W & X)	Total 2008 Reimbursable Costs	In-Lieu Costs	FY08 or FY09 SDE Program Assessment Fee Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above (or Below) State Average Measures	Amount Reimbursed at Statewide % CPM @ 85%	Amount Reimbursed at Statewide % CPR @ 85%	Area Advantaged/Disadvantaged @ 85% (plus assessment fee and in-lieu)	Total Amount Reimbursed @ 85% Prior to Cap	Funding Cap Penalty Waived	% Handicap Bus Fee Waived	Total Amount at 85% with Handicap Waiver (plus assessment fee and in-lieu)	Year Year Available Adjustment	2008 FY08 Advance Estimate Reimbursement in FY08	Total Payment
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$6,806,023	\$1,280	\$24,927	\$6,780,116	1,981,666	8,999	\$3.42	\$1,130	102%	136%	FALSE	\$0	\$0	\$6,785,120	\$6,785,120			\$6,785,120		\$6,785,120	
002	MERIDIAN JOINT DISTRICT	\$0	0.0%	\$11,221,609	\$0	\$29,751	\$11,191,858	3,111,633	13,438	\$3.60	\$820	107%	100%	FALSE	\$0	\$0	\$9,538,368	\$9,538,368			\$9,538,368		\$9,538,368	
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,396,378	\$21,856	\$0,869	\$1,330,653	401,264	1,771	\$3.32	\$751	99%	91%	FALSE	\$0	\$0	\$1,152,921	\$1,152,921			\$1,152,921		\$1,152,921	
011	MEADOWS VALLEY DISTRICT	\$36,698	23.8%	\$102,337	\$0	\$235	\$102,602	21,272	22	\$4.34	\$2,019	147%	240%	TRUE	\$62,550	\$77,754	\$62,550	\$62,550			\$62,550		\$62,550	
013	COUNCIL DISTRICT	\$0	0.0%	\$73,580	\$3,883	\$246	\$69,721	32,540	82	\$2.14	\$1,125	64%	136%	FALSE	\$0	\$0	\$62,773	\$62,773			\$62,773		\$62,773	
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$449,487	\$8,824	\$1,607	\$439,846	155,934	619	\$2.82	\$711	84%	96%	FALSE	\$0	\$0	\$382,064	\$382,064			\$382,064		\$382,064	
028	POCATELLO DISTRICT	\$0	0.0%	\$2,759,894	\$184	\$10,625	\$2,749,986	849,256	3,826	\$3.24	\$717	98%	98%	FALSE	\$0	\$0	\$2,345,833	\$2,345,833			\$2,345,833		\$2,345,833	
030	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$609,136	\$6,280	\$1,612	\$591,236	166,829	456	\$3.00	\$1,004	89%	121%	FALSE	\$0	\$0	\$432,766	\$432,766			\$432,766		\$432,766	
041	ST MARIES JOINT DISTRICT	\$0	0.0%	\$690,455	\$2,645	\$1,933	\$688,522	189,894	443	\$3.42	\$1,485	102%	176%	FALSE	\$0	\$0	\$592,887	\$592,887			\$592,887		\$592,887	
044	PLUMMER-WORLEY JOINT DISTRICT	\$27,349	3.2%	\$284,673	\$0	\$1,199	\$283,473	101,974	264	\$3.73	\$1,485	112%	175%	TRUE	\$268,703	\$191,675	\$268,723	\$268,723			\$268,723		\$268,723	
052	SNAKE RIVER DISTRICT	\$0	0.0%	\$762,003	\$0	\$0	\$762,003	332,637	1,063	\$2.26	\$707	67%	85%	FALSE	\$0	\$0	\$639,203	\$639,203			\$639,203		\$639,203	
056	BLACKFOOT DISTRICT	\$0	0.0%	\$1,698,897	\$2,768	\$0	\$1,697,219	498,474	2,199	\$3.20	\$722	95%	87%	FALSE	\$0	\$0	\$1,361,489	\$1,361,489			\$1,361,489		\$1,361,489	
058	ABERDEEN DISTRICT	\$0	0.0%	\$346,668	\$0	\$1,082	\$344,676	116,279	396	\$2.96	\$941	88%	114%	FALSE	\$0	\$0	\$293,818	\$293,818			\$293,818		\$293,818	
059	FIRTH DISTRICT	\$0	0.0%	\$260,394	\$0	\$554	\$259,440	109,554	462	\$2.39	\$562	71%	68%	FALSE	\$0	\$0	\$221,335	\$221,335			\$221,335		\$221,335	
060	SHELLEY JOINT DISTRICT	\$0	0.0%	\$328,437	\$0	\$1,622	\$326,815	174,735	399	\$3.01	\$827	90%	64%	FALSE	\$0	\$0	\$449,171	\$449,171			\$449,171		\$449,171	
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,262,814	\$10,007	\$3,774	\$1,230,033	373,643	1,260	\$3.32	\$983	98%	119%	FALSE	\$0	\$0	\$1,064,892	\$1,064,892			\$1,064,892		\$1,064,892	
071	GARDEN VALLEY DISTRICT	\$45,769	20.1%	\$220,712	\$14,388	\$706	\$206,326	83,658	190	\$4.40	\$2,182	101%	260%	TRUE	\$167,500	\$79,410	\$170,313	\$170,313			\$170,313		\$170,313	
072	BASIN SCHOOL DISTRICT	\$0	0.0%	\$281,337	\$588	\$0	\$280,751	83,827	221	\$3.26	\$1,270	100%	163%	FALSE	\$0	\$0	\$239,136	\$239,136			\$239,136		\$239,136	
070	HORSESHOE BEND SCHOOL DISTRICT	\$0	0.0%	\$113,637	\$0	\$207	\$110,200	28,548	127	\$3.97	\$827	118%	100%	FALSE	\$0	\$0	\$96,691	\$96,691			\$96,691		\$96,691	
093	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$622,431	\$0,190	\$0	\$619,281	223,856	702	\$2.77	\$983	82%	106%	FALSE	\$0	\$0	\$529,066	\$529,066			\$529,066		\$529,066	
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,636,538	\$12,151	\$10,877	\$1,613,510	\$99,856	1,324	\$2.69	\$1,218	80%	147%	FALSE	\$0	\$0	\$1,390,207	\$1,390,207			\$1,390,207		\$1,390,207	
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,523,220	\$0	\$8,960	\$2,514,260	594,909	3,402	\$4.23	\$739	126%	189%	FALSE	\$0	\$0	\$2,144,737	\$2,144,737			\$2,144,737		\$2,144,737	
092	SWAN VALLEY ELEMENTARY DISTRICT	\$0	0.0%	\$101,821	\$12,947	\$330	\$88,874	37,094	86	\$2.39	\$1,827	71%	184%	FALSE	\$0	\$0	\$86,048	\$86,048			\$86,048		\$86,048	
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,377,128	\$3,668	\$13,963	\$2,363,165	685,478	4,168	\$3.65	\$867	106%	88%	FALSE	\$0	\$0	\$2,020,589	\$2,020,589			\$2,020,589		\$2,020,589	
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$785,297	\$34,356	\$2,752	\$748,139	240,671	829	\$3.11	\$904	93%	109%	FALSE	\$0	\$0	\$667,494	\$667,494			\$667,494		\$667,494	
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$220,401	\$1,079	\$951	\$221,371	112,734	176	\$2.50	\$1,599	74%	150%	FALSE	\$0	\$0	\$240,891	\$240,891			\$240,891		\$240,891	
121	CANAS COUNTY DISTRICT	\$0	0.0%	\$88,027	\$1,876	\$251	\$86,151	47,868	61	\$1.79	\$1,407	63%	170%	FALSE	\$0	\$0	\$74,823	\$74,823			\$74,823		\$74,823	
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$4,730,183	\$0	\$12,984	\$4,717,199	1,003,907	6,535	\$4.76	\$731	142%	88%	FALSE	\$0	\$0	\$4,071,656	\$4,071,656			\$4,071,656		\$4,071,656	
132	CALDWELL DISTRICT	\$0	0.0%	\$2,718,310	\$0	\$7,890	\$2,710,420	449,870	3,201	\$8.02	\$847	179%	102%	FALSE	\$0	\$0	\$2,310,564	\$2,310,564			\$2,310,564		\$2,310,564	
133	WILDER DISTRICT	\$0	0.0%	\$162,749	\$0	\$421	\$162,327	47,730	202	\$2.40	\$804	101%	97%	FALSE	\$0	\$0	\$138,336	\$138,336			\$138,336		\$138,336	
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,008,127	\$0	\$2,831	\$1,005,296	246,092	1,387	\$4.09	\$725	122%	87%	FALSE	\$0	\$0	\$856,908	\$856,908			\$856,908		\$856,908	
136	NOTUS DISTRICT	\$0	0.0%	\$129,741	\$0	\$0	\$129,741	82,166	169	\$2.49	\$768	74%	93%	FALSE	\$0	\$0	\$110,280	\$110,280			\$110,280		\$110,280	
136	MELBA JOINT DISTRICT	\$0	0.0%	\$207,190	\$1,652	\$880	\$204,608	97,019	339	\$3.14	\$899	93%	108%	FALSE	\$0	\$0	\$261,078	\$261,078			\$261,078		\$261,078	
137	PARMA DISTRICT	\$0	0.0%	\$486,870	\$0	\$0	\$486,870	145,122	478	\$3.22	\$981	86%	118%	FALSE	\$0	\$0	\$398,840	\$398,840			\$398,840		\$398,840	
139	VALLIUM SCHOOL DISTRICT	\$0	0.0%	\$2,843,484	\$136	\$0	\$2,843,348	785,918	3,880	\$3.62	\$773	108%	93%	FALSE	\$0	\$0	\$2,416,961	\$2,416,961			\$2,416,961		\$2,416,961	
148	GRACE JOINT DISTRICT	\$0	0.0%	\$246,151	\$0	\$1,523	\$244,628	80,105	217	\$3.05	\$1,125	91%	136%	FALSE	\$0	\$0	\$209,228	\$209,228			\$209,228		\$209,228	
149	NORTH OREM DISTRICT	\$0	0.0%	\$107,791	\$0	\$0	\$107,791	36,878	76	\$2.82	\$1,418	87%	171%	FALSE	\$0	\$0	\$91,888	\$91,888			\$91,888		\$91,888	
150	SODA SPRINGS JOINT DISTRICT	\$25,125	10.7%	\$221,452	\$47,170	\$588	\$222,707	85,920	235	\$3.56	\$1,151	118%	144%	TRUE	\$202,676	\$165,885	\$244,121	\$244,121			\$244,121		\$244,121	
161	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,867,874	\$18,291	\$5,884	\$1,843,699	845,218	2,103	\$2.83	\$724	84%	84%	FALSE	\$0	\$0	\$1,332,693	\$1,332,693			\$1,332,693		\$1,332,693	
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$130,440	\$0	\$447	\$129,993	56,478	79	\$2.29	\$1,728	68%	208%	FALSE	\$0	\$0	\$110,634	\$110,634			\$110,634		\$110,634	
171	DROPID JOINT DISTRICT	\$2,943	8.7%	\$603,414	\$9,948	\$1,678	\$591,467	169,745	888	\$3.43	\$1,066	104%	121%	TRUE	\$469,161	\$426,915	\$469,295	\$469,295			\$469,295		\$469,295	
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$332,707	\$4,445	\$0	\$328,261	100,767	195	\$3.30	\$1,704	99%	205%	FALSE	\$0	\$0	\$282,801	\$282,801			\$282,801		\$282,801	
182	MACKAY JOINT DISTRICT	\$0	0.0%	\$216,691	\$0	\$818	\$215,873	75,320	90	\$2.87	\$2,368	98%	288%	FALSE	\$0	\$0	\$184,187	\$184,187			\$184,187		\$184,187	
191	PRAIRIE ELEMENTARY DISTRICT	\$0	0.0%	\$2,357	\$2,357	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$2,003	\$2,003			\$2,003		\$2,003	
192	GLENN'S FERRY JOINT DISTRICT	\$0	0.0%	\$286,480	\$0	\$888	\$284,772	83,315	276	\$3.00	\$969	89%	116%	FALSE	\$0	\$0	\$226,641	\$226,641			\$226,641		\$226,641	
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,208,625	\$14,264	\$3,876	\$1,190,485	374,238	1,223	\$3.44	\$1,045	102%	136%	FALSE	\$0	\$0	\$1,109,696	\$1,109,696			\$1,109,696		\$1,109,696	

SDE

TAB 12 Page 4

STATE DEPARTMENT OF EDUCATION

JUNE 18-19, 2009

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fees)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
417	CASTLEFORD DISTRICT	\$0	0.0%	\$198,587	\$0	\$510	\$198,077	50,904	127	\$2.93	\$1,249	87%	190%	FALSE	\$0	\$0	\$134,799	\$134,799			\$134,799			\$134,799
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$130,591	\$0	\$315	\$130,276	48,632	116	\$2.68	\$1,123	80%	106%	FALSE	\$0	\$0	\$111,002	\$111,002			\$111,002			\$111,002
421	MC CALL-DONNELLY DISTRICT	\$29,445	6.5%	\$501,444	\$1,097	\$2,070	\$500,367	142,708	386	\$3.70	\$1,369	110%	168%	TRUE	\$419,067	\$280,254	\$422,283	\$422,283			\$422,283			\$422,283
422	CASCADE DISTRICT	\$0	0.0%	\$81,022	\$6,131	\$210	\$75,881	30,582	70	\$2.47	\$1,081	74%	130%	FALSE	\$0	\$0	\$68,869	\$68,869			\$68,869			\$68,869
431	WEISER DISTRICT	\$0	0.0%	\$378,129	\$0	\$1,033	\$377,096	117,812	802	\$2.20	\$826	86%	78%	FALSE	\$0	\$0	\$321,410	\$321,410			\$321,410			\$321,410
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$75,842	\$0	\$324	\$75,518	32,220	53	\$2.34	\$1,421	70%	171%	FALSE	\$0	\$0	\$64,296	\$64,296			\$64,296			\$64,296
433	MIDVALE DISTRICT	\$0	0.0%	\$70,568	\$76	\$257	\$70,236	32,667	50	\$2.15	\$1,406	64%	168%	FALSE	\$0	\$0	\$59,983	\$59,983			\$59,983			\$59,983
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$104,753	\$0	\$300	\$104,453	27,728	137	\$3.77	\$762	112%	92%	FALSE	\$0	\$0	\$89,040	\$89,040			\$89,040		\$84,533	\$4,507
455	COMPASS PUBLIC CHARTER LEA	\$10,573	7.6%	\$160,243	\$0	\$0	\$160,243	40,589	174	\$3.76	\$908	111%	113%	TRUE	\$128,184	\$129,332	\$128,184	\$128,184			\$128,184		\$129,438	\$1,254
456	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$109,125	\$0	\$444	\$108,711	61,195	169	\$2.99	\$909	77%	119%	FALSE	\$0	\$0	\$105,282	\$105,282			\$105,282		\$104,042	\$1,240
458	LIBERTY CHARTER LEA	\$0	0.0%	\$184,837	\$0	\$1,270	\$183,567	49,293	244	\$2.72	\$752	111%	91%	FALSE	\$0	\$0	\$167,111	\$167,111			\$167,111			\$167,111
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$47,534	\$0	\$131	\$47,503	21,416	44	\$2.22	\$1,080	66%	130%	FALSE	\$0	\$0	\$40,489	\$40,489			\$40,489		\$40,616	\$-127
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$187,975	\$0	\$0	\$187,975	42,363	194	\$3.73	\$814	111%	96%	FALSE	\$0	\$0	\$134,279	\$134,279			\$134,279		\$126,438	\$7,841
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$83,296	\$0	\$0	\$83,296	28,836	92	\$2.89	\$905	86%	109%	FALSE	\$0	\$0	\$70,802	\$70,802			\$70,802		\$69,499	\$1,303
463	VISION CHARTER SCHOOL	\$11,708	9.9%	\$192,778	\$0	\$525	\$192,253	40,627	128	\$3.88	\$1,203	113%	148%	TRUE	\$117,709	\$91,482	\$118,155	\$118,155			\$118,155		\$112,278	\$5,877
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,883	\$0	\$0	\$76,883	16,798	108	\$4.68	\$732	136%	88%	FALSE	\$0	\$0	\$68,334	\$68,334			\$68,334			\$68,334
773	BLACKFOOT COMMUNITY LEARNING	\$8,753	13.3%	\$77,568	\$0	\$131	\$77,567	18,388	78	\$3.39	\$882	118%	120%	TRUE	\$67,008	\$88,632	\$67,172	\$67,172			\$67,172			\$67,172
789	IDAHO LEADERSHIP ACADEMY	\$0	0.0%	\$80,829	\$0	\$286	\$80,573	63,782	84	\$1.42	\$1,416	42%	171%	FALSE	\$0	\$0	\$77,219	\$77,219			\$77,219			\$77,219
792	NORTH STAR PUBLIC CHARTER SCHOOL	\$16,483	11.3%	\$160,404	\$0	\$0	\$160,404	45,307	201	\$4.15	\$982	104%	118%	TRUE	\$136,177	\$145,505	\$145,505	\$145,505			\$145,505		\$145,223	\$282
797	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$206,549	\$0	\$563	\$206,086	71,738	211	\$2.87	\$976	85%	118%	FALSE	\$0	\$0	\$175,567	\$175,567			\$175,567		\$174,698	\$869
799	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$247,799	\$0	\$701	\$247,097	75,396	276	\$3.28	\$895	98%	109%	FALSE	\$0	\$0	\$210,628	\$210,628			\$210,628		\$210,834	\$-206
799	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$22,686	\$0	\$32	\$22,654	5,104	26	\$4.44	\$629	102%	76%	FALSE	\$0	\$0	\$19,283	\$19,283			\$19,283			\$19,283
Totals		\$524,883	0.1%	\$87,960,608	\$468,035	\$248,371	\$87,367,462	28,980,793	108,231								\$74,268,766	\$74,783,738			\$74,268,766	\$-27,184	\$1,240,497	\$72,981,068

Virtual Schools (IC 31-5309) and Full-Time Only Charter Schools Not part of FY08 State Totals, but subject to Funding Cap

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fees)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
462	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,179,356	\$0	\$0,822	\$1,180,178	0	2,213	\$0.00	\$629	0%	64%	FALSE	\$0	\$0	\$897,386	\$897,386			\$897,386			\$897,386
464	ROLLING HILLS CHARTER LEA	\$0	0.0%	\$1,410	\$0	\$2	\$1,411	576	0	\$2.45	\$0	73%	0%	FALSE	\$0	\$0	\$1,201	\$1,201			\$1,201			\$1,201
492	JANER CHARTER SCHOOL	\$194	11.7%	\$1,955	\$0	\$0	\$1,955	499	0	\$3.92	\$0	117%	0%	TRUE	\$1,467	\$1,467	\$1,467	\$1,467			\$1,467			\$1,467
772	HIDDEN SPRINGS CHARTER SCHOOL	\$0	0.0%	\$1,696	\$0	\$0	\$1,696	1,339	0	\$1.26	\$0	37%	0%	FALSE	\$0	\$0	\$1,433	\$1,433			\$1,433			\$1,433
Totals		\$194	0.0%	\$1,778,449	\$0	\$2,622	\$1,774,827	2,414	2,213								\$1,001,487	\$1,001,682			\$1,001,487	\$0	\$1,240,497	\$1,001,487

FY08 Estimated Charter Schools on a Current Year Payment Schedule and Advance Payments (IC 31-5309)

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fees)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 95%	Amount Reimbursed at Statewide % CPR @ 95%	Most Advantageous Reimbursement @ 95% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 95% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 95% with Hardship Waiver (plus assessment fee and in lieu)	FY08 Advance Charter Payments	Final Payment Amount
461	VICTORY CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$85,000	\$85,000
466	COMPASS PUBLIC CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$123,264	\$123,264
466	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$114,872	\$114,872
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$40,796	\$40,796
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$116,691	\$116,691
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$69,000	\$69,000
463	VISION CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$105,600	\$105,600
789	NORTH STAR PUBLIC CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$160,606	\$160,606
797	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$158,176	\$158,176
799	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$178,780	\$178,780
Totals		\$0	0.0%	\$0	\$0	\$0	\$0	0	0								\$0	\$0			\$0	\$1,781,780	\$1,781,780

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year:

Use Tab Key To Enter Data

District Name: **Orofino** Number: **171** Date: **December 18, 2008**

The school district identified above is subject to a pupil 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: **(Please check all applicable boxes by using mouse key).**

- ☒ 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 cell I5 on Funding Cap Model).
- ☒ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☐ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of **12** % 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.

Please 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. **Save document prior to submitting electronically. Submit to SDE by February 1, 2009**

This district is requesting a funding rate of 12% more than the percentage rate necessary to eliminate its funding cap penalty, in accordance to Idaho code 33-1006. The justification and rationale to this request is as follows;

Bus route #4 has 48 miles of grade slope greater than the 5% required and 88 total route miles daily with an average ridership of 40.5 daily.

Route #10 has 15 plus miles of grade slope greater than the required 5% on the daily total of 48 miles. The average daily ridership on this route is 25 passengers.

SDE - District reported 18.5 routes on 2007-08 claim form. $2/18.5 = 10.8\%$

Superintendent Signature: _____

Date: _____

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved ☐ disapproved ☐ the district's appeal and request at its regularly scheduled meeting on _____ at a Funding Cap Rate of _____ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

Returned to School District on _____

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**



DEPARTMENT OF EDUCATION

P.O. Box 83720
BOISE, IDAHO 83720-0027

MR. TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

February 9, 2009

Del Durkee
Orofino School District # 171
P.O. Box 2259
Orofino, Id. 83544

Dear Mr. Durkee:

Our visits on February 27, 2008 focused on reviewing your districts hardship routes application. We traveled routes 4 and 10 in their entirety and determined. Route 4 is 45 miles long with 24 miles of the route at a 5% or greater grade (53.4% of the route) and has an average student load of 12 which equates to .27 students per mile. Route 10 is 27 miles long with 15 miles of the route at a 5% or greater grade (55.5% of the route) and has an average student load of 18 which equates to .67 students per mile. These routes meet the criteria of a hardship route which would allow the district to increase 103% cap by a maximum of 9.0% or to 112.0%. Our visit on February 6, 2009 verifies there have been no changes in routes 4 and 10 and that they still meet the criteria for a hardship route.

We appreciate your openness and cooperation during our 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 18-19, 2009

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Plummer/Worley School District.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

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 (\$26,696), Plummer/Worley (\$27,249), Garden Valley (\$42,792), Soda Springs (\$29,125), Orofino (\$3,603), Wendell (46,968), Valley (\$10,946), Moscow (\$18,358), Lapwai (\$5,058), Kellogg (\$39,076), Wallace (\$39,577), Avery (\$10,338), Twin Falls (\$146,267), McCall-Donnelly (\$29,445), Compass Public Charter (\$10,573), Vision Charter (11,706) Blackfoot Community Charter (\$8,763), North Star Public Charter (\$18,458), and not subject to FY06 state totals, but subject to funding cap, Anser Charter (\$194).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Plummer/Worley, Garden Valley, Orofino, Moscow, Lapwai, Kellogg, and Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

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 was reviewed and found to display uniquely difficult geographic circumstances and meet at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Plummer/Worley School District submitted one school bus route that met the required criteria. This represents 12.5% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 115.5%.

IMPACT

\$27,249 distributed from the public school appropriation.

**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model	Page 3
Attachment 2 – Plummer/Worley Cap Appeal Application	Page 7
Attachment 3 – Copies of District Cap Review Letter	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

A motion to deny/approve the request by Plummer/Worley School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2007 of ____%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION

JUNE 18-19, 2009

Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider

Fiscal Year 2008 Data - Approved Costs Reimbursed in Fiscal Year 2009 (Fifth Capped Year)

Set percentage cap to apply to statewide average: **103%** Riders per Mile: **1.0**

Revised: 05/01/2009 Preliminary

	Cost Per Mile	Cost Per Rider
Statewide Averages before cap	\$3.26	\$829
Statewide Averages after cap	\$2.46	\$854

Total Savings From Cap: **\$525,182** Capped Riders: **\$75,134,242** Actual Riders: **\$75,134,242**

Savings Following Approvals & State Board Action: **\$525,182**

DIST	District Name	District Funding Capped Reimbursement Reduced By	Percent of Reimbursement Lost Subsequent to Cap Impact (See Columns W & X)	Total 2008 Reimbursable Costs	In-Lieu Costs	FY08 or FY09 SDE Program Assessment From Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above/Below State Average Measure	Amount Reimbursed at Statewide % CPM @ 85%	Amount Reimbursed at Statewide % CPR @ 85%	Minor Advantage/Disadvantage Reimbursed @ 85% (plus assessment fee and in-lieu)	Total Amount Reimbursed @ 85% Prior to Cap	Funding Cap Penalty Waived	% Handicap Bus Fee Waived	Total Amount at 85% with Handicap Waiver (plus assessment fee and in-lieu)	Year Year Available Adjustment	2008 FY08 Advance Estimate Reimbursement in FY08	Total Payment
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$6,806,023	\$1,280	\$24,927	\$6,780,116	1,981,666	8,998	\$3.42	\$1,130	102%	136%	FALSE	\$0	\$0	\$6,785,120	\$6,785,120			\$6,785,120		\$6,785,120	
002	MERIDIAN JOINT DISTRICT	\$0	0.0%	\$11,221,609	\$0	\$29,751	\$11,191,858	3,111,633	13,438	\$3.60	\$820	107%	100%	FALSE	\$0	\$0	\$9,538,368	\$9,538,368			\$9,538,368		\$9,538,368	
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,396,378	\$21,856	\$0,869	\$1,330,653	401,264	1,771	\$3.32	\$751	99%	91%	FALSE	\$0	\$0	\$1,152,921	\$1,152,921			\$1,152,921		\$1,152,921	
011	MEADOWS VALLEY DISTRICT	\$36,698	23.8%	\$102,337	\$0	\$235	\$102,603	21,272	22	\$4.34	\$2,019	147%	240%	TRUE	\$62,550	\$77,754	\$62,550	\$62,550			\$62,550		\$62,550	
013	COUNCIL DISTRICT	\$0	0.0%	\$73,580	\$3,883	\$246	\$69,721	32,540	82	\$2.14	\$1,125	64%	136%	FALSE	\$0	\$0	\$62,773	\$62,773			\$62,773		\$62,773	
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$449,487	\$8,834	\$1,607	\$439,846	155,934	619	\$2.82	\$711	84%	96%	FALSE	\$0	\$0	\$382,064	\$382,064			\$382,064		\$382,064	
028	POCATELLO DISTRICT	\$0	0.0%	\$2,759,894	\$184	\$10,625	\$2,749,986	849,256	3,826	\$3.24	\$717	98%	98%	FALSE	\$0	\$0	\$2,345,833	\$2,345,833			\$2,345,833		\$2,345,833	
030	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$609,136	\$6,280	\$1,612	\$591,236	166,829	456	\$3.00	\$1,004	89%	121%	FALSE	\$0	\$0	\$432,766	\$432,766			\$432,766		\$432,766	
041	ST MARIES JOINT DISTRICT	\$0	0.0%	\$690,455	\$2,645	\$1,933	\$688,522	189,894	443	\$3.42	\$1,485	102%	176%	FALSE	\$0	\$0	\$592,887	\$592,887			\$592,887		\$592,887	
044	PLUMMER-WORLEY JOINT DISTRICT	\$27,349	3.2%	\$284,673	\$0	\$1,199	\$285,472	101,974	264	\$3.73	\$1,485	112%	175%	TRUE	\$268,703	\$191,675	\$268,723	\$268,723			\$268,723		\$268,723	
052	SNAKE RIVER DISTRICT	\$0	0.0%	\$762,003	\$0	\$0	\$762,003	332,637	1,063	\$2.26	\$707	67%	85%	FALSE	\$0	\$0	\$639,203	\$639,203			\$639,203		\$639,203	
056	BLACKFOOT DISTRICT	\$0	0.0%	\$1,698,897	\$2,768	\$0	\$1,696,129	498,474	2,199	\$3.20	\$722	95%	87%	FALSE	\$0	\$0	\$1,361,489	\$1,361,489			\$1,361,489		\$1,361,489	
058	ABERDEEN DISTRICT	\$0	0.0%	\$346,668	\$0	\$1,082	\$344,678	116,279	396	\$2.96	\$941	88%	114%	FALSE	\$0	\$0	\$293,818	\$293,818			\$293,818		\$293,818	
059	FIRTH DISTRICT	\$0	0.0%	\$260,394	\$0	\$554	\$259,440	109,554	462	\$2.59	\$562	71%	68%	FALSE	\$0	\$0	\$221,335	\$221,335			\$221,335		\$221,335	
060	SHELLEY JOINT DISTRICT	\$0	0.0%	\$328,437	\$0	\$1,622	\$326,815	174,735	399	\$3.01	\$827	90%	64%	FALSE	\$0	\$0	\$449,171	\$449,171			\$449,171		\$449,171	
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,262,814	\$10,007	\$3,774	\$1,230,033	373,643	1,260	\$3.32	\$583	98%	119%	FALSE	\$0	\$0	\$1,064,892	\$1,064,892			\$1,064,892		\$1,064,892	
071	GARDEN VALLEY DISTRICT	\$45,799	20.1%	\$220,712	\$14,388	\$706	\$206,638	83,658	100	\$4.40	\$2,182	101%	260%	TRUE	\$167,500	\$79,410	\$170,313	\$170,313			\$170,313		\$170,313	
072	BASIN SCHOOL DISTRICT	\$0	0.0%	\$281,337	\$588	\$0	\$280,751	83,827	221	\$3.26	\$1,270	100%	163%	FALSE	\$0	\$0	\$239,136	\$239,136			\$239,136		\$239,136	
070	HORSESHOE BEND SCHOOL DISTRICT	\$0	0.0%	\$113,637	\$0	\$207	\$113,200	28,548	127	\$3.97	\$827	119%	100%	FALSE	\$0	\$0	\$96,691	\$96,691			\$96,691		\$96,691	
093	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$622,431	\$0,190	\$0	\$619,281	223,856	702	\$2.77	\$583	82%	106%	FALSE	\$0	\$0	\$529,066	\$529,066			\$529,066		\$529,066	
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,636,538	\$12,151	\$10,877	\$1,612,510	\$99,856	1,324	\$2.69	\$1,218	80%	147%	FALSE	\$0	\$0	\$1,390,207	\$1,390,207			\$1,390,207		\$1,390,207	
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,523,220	\$0	\$8,960	\$2,514,260	594,909	3,402	\$4.23	\$739	126%	189%	FALSE	\$0	\$0	\$2,144,737	\$2,144,737			\$2,144,737		\$2,144,737	
092	SWAN VALLEY ELEMENTARY DISTRICT	\$0	0.0%	\$101,821	\$12,947	\$330	\$88,874	37,094	86	\$2.39	\$1,827	71%	184%	FALSE	\$0	\$0	\$86,048	\$86,048			\$86,048		\$86,048	
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,377,128	\$3,668	\$13,963	\$2,363,165	685,478	4,168	\$3.65	\$867	106%	88%	FALSE	\$0	\$0	\$2,020,589	\$2,020,589			\$2,020,589		\$2,020,589	
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$785,297	\$34,356	\$2,752	\$748,139	240,671	829	\$3.11	\$904	93%	109%	FALSE	\$0	\$0	\$667,494	\$667,494			\$667,494		\$667,494	
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$220,401	\$1,079	\$951	\$221,371	112,734	176	\$2.50	\$1,599	74%	150%	FALSE	\$0	\$0	\$240,891	\$240,891			\$240,891		\$240,891	
121	CANAS COUNTY DISTRICT	\$0	0.0%	\$88,027	\$1,876	\$251	\$86,251	47,868	61	\$1.79	\$1,407	63%	170%	FALSE	\$0	\$0	\$74,823	\$74,823			\$74,823		\$74,823	
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$4,730,183	\$0	\$12,984	\$4,717,199	1,003,907	6,535	\$4.76	\$731	142%	88%	FALSE	\$0	\$0	\$4,071,656	\$4,071,656			\$4,071,656		\$4,071,656	
132	CALDWELL DISTRICT	\$0	0.0%	\$2,718,310	\$0	\$7,890	\$2,710,420	449,870	3,201	\$8.02	\$847	179%	102%	FALSE	\$0	\$0	\$2,310,564	\$2,310,564			\$2,310,564		\$2,310,564	
133	WILDER DISTRICT	\$0	0.0%	\$162,749	\$0	\$421	\$162,327	47,730	202	\$2.40	\$804	101%	97%	FALSE	\$0	\$0	\$138,336	\$138,336			\$138,336		\$138,336	
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,008,127	\$0	\$2,831	\$1,005,296	246,092	1,387	\$4.09	\$725	122%	87%	FALSE	\$0	\$0	\$856,908	\$856,908			\$856,908		\$856,908	
136	NOTUS DISTRICT	\$0	0.0%	\$129,741	\$0	\$0	\$129,741	82,166	169	\$2.49	\$768	74%	93%	FALSE	\$0	\$0	\$110,280	\$110,280			\$110,280		\$110,280	
136	MELBA JOINT DISTRICT	\$0	0.0%	\$207,190	\$1,652	\$880	\$204,608	97,019	339	\$3.14	\$899	93%	108%	FALSE	\$0	\$0	\$261,078	\$261,078			\$261,078		\$261,078	
137	PARMA DISTRICT	\$0	0.0%	\$486,870	\$0	\$0	\$486,870	145,122	478	\$3.22	\$981	86%	118%	FALSE	\$0	\$0	\$398,840	\$398,840			\$398,840		\$398,840	
139	VALLIUE SCHOOL DISTRICT	\$0	0.0%	\$2,843,484	\$136	\$0	\$2,843,348	785,918	3,880	\$3.62	\$773	108%	93%	FALSE	\$0	\$0	\$2,416,961	\$2,416,961			\$2,416,961		\$2,416,961	
148	GRACE JOINT DISTRICT	\$0	0.0%	\$246,151	\$0	\$1,523	\$244,628	80,105	217	\$3.05	\$1,125	91%	136%	FALSE	\$0	\$0	\$209,228	\$209,228			\$209,228		\$209,228	
149	NORTH OREM DISTRICT	\$0	0.0%	\$107,751	\$0	\$0	\$107,751	36,878	76	\$2.82	\$1,418	87%	171%	FALSE	\$0	\$0	\$91,888	\$91,888			\$91,888		\$91,888	
150	SODA SPRINGS JOINT DISTRICT	\$25,125	10.7%	\$321,452	\$47,770	\$588	\$273,682	85,920	235	\$3.56	\$1,151	118%	144%	TRUE	\$202,676	\$165,885	\$244,121	\$244,121			\$244,121		\$244,121	
161	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,667,874	\$18,291	\$5,884	\$1,649,689	845,218	2,103	\$2.83	\$724	84%	84%	FALSE	\$0	\$0	\$1,332,693	\$1,332,693			\$1,332,693		\$1,332,693	
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$130,440	\$0	\$447	\$129,993	56,478	79	\$2.29	\$1,728	68%	208%	FALSE	\$0	\$0	\$110,634	\$110,634			\$110,634		\$110,634	
171	DROPID JOINT DISTRICT	\$2,943	8.7%	\$603,414	\$9,948	\$1,678	\$593,466	169,745	888	\$3.43	\$1,066	104%	121%	TRUE	\$469,161	\$426,915	\$469,295	\$469,295			\$469,295		\$469,295	
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$332,707	\$445	\$0	\$332,262	100,767	195	\$3.30	\$1,704	99%	205%	FALSE	\$0	\$0	\$282,801	\$282,801			\$282,801		\$282,801	
182	MACKAY JOINT DISTRICT	\$0	0.0%	\$216,691	\$0	\$818	\$215,873	75,320	90	\$2.87	\$2,368	86%	288%	FALSE	\$0	\$0	\$184,187	\$184,187			\$184,187		\$184,187	
191	PRAIRIE ELEMENTARY DISTRICT	\$0	0.0%	\$2,357	\$2,357	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$2,003	\$2,003			\$2,003		\$2,003	
192	GLENN'S FERRY JOINT DISTRICT	\$0	0.0%	\$286,480	\$0	\$888	\$285,592	83,315	276	\$3.00	\$969	89%	116%	FALSE	\$0	\$0	\$225,641	\$225,641			\$225,641		\$225,641	
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,308,625	\$14,264	\$3,876	\$1,294,749	374,238	1,223	\$3.44	\$1,045	102%	136%	FALSE	\$0	\$0	\$1,109,696	\$1,109,696			\$1,109,696		\$1,109,696	

SDE

TAB 13 Page 4

STATE DEPARTMENT OF EDUCATION

JUNE 18-19, 2009

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 85%	Amount Reimbursed at Statewide % CPR @ 85%	Most Advantageous Reimbursement @ 85% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 85% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 85% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
417	CASTLEFORD DISTRICT	\$0	0.0%	\$198,587	\$0	\$510	\$198,077	50,904	127	\$2.93	\$1,249	87%	150%	FALSE	\$0	\$0	\$134,799	\$134,799			\$134,799			\$134,799
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$130,591	\$0	\$315	\$130,276	48,632	116	\$2.68	\$1,123	80%	106%	FALSE	\$0	\$0	\$111,002	\$111,002			\$111,002			\$111,002
421	MC CALL-DONNELLY DISTRICT	\$29,445	6.5%	\$501,444	\$1,097	\$2,070	\$500,367	142,708	386	\$3.70	\$1,369	110%	168%	TRUE	\$419,067	\$280,254	\$422,283	\$422,283			\$422,283			\$422,283
422	CASCADE DISTRICT	\$0	0.0%	\$81,022	\$6,131	\$210	\$75,881	30,582	70	\$2.47	\$1,081	74%	130%	FALSE	\$0	\$0	\$68,869	\$68,869			\$68,869			\$68,869
431	WEISER DISTRICT	\$0	0.0%	\$378,129	\$0	\$1,033	\$377,096	117,812	802	\$2.20	\$826	86%	78%	FALSE	\$0	\$0	\$321,410	\$321,410			\$321,410			\$321,410
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$75,842	\$0	\$324	\$75,518	32,220	53	\$2.34	\$1,421	70%	171%	FALSE	\$0	\$0	\$64,296	\$64,296			\$64,296			\$64,296
433	MIDVALE DISTRICT	\$0	0.0%	\$70,568	\$76	\$257	\$70,236	32,667	50	\$2.15	\$1,406	64%	168%	FALSE	\$0	\$0	\$59,983	\$59,983			\$59,983			\$59,983
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$104,753	\$0	\$300	\$104,453	27,728	137	\$3.77	\$762	112%	92%	FALSE	\$0	\$0	\$89,040	\$89,040			\$89,040		\$84,533	\$4,507
455	COMPASS PUBLIC CHARTER LEA	\$10,573	7.6%	\$160,243	\$0	\$0	\$160,243	40,589	174	\$3.76	\$506	111%	113%	TRUE	\$128,184	\$129,332	\$128,184	\$128,184			\$128,184		\$129,438	\$1,254
456	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$109,125	\$0	\$444	\$108,711	61,195	169	\$2.59	\$909	77%	119%	FALSE	\$0	\$0	\$105,282	\$105,282			\$105,282		\$104,042	\$1,240
458	LIBERTY CHARTER LEA	\$0	0.0%	\$184,837	\$0	\$1,270	\$183,567	49,293	244	\$2.72	\$752	111%	91%	FALSE	\$0	\$0	\$167,111	\$167,111			\$167,111			\$167,111
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$47,534	\$0	\$131	\$47,503	21,416	44	\$2.22	\$1,080	66%	130%	FALSE	\$0	\$0	\$40,489	\$40,489			\$40,489		\$40,616	\$-127
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$187,975	\$0	\$0	\$187,975	42,363	194	\$3.73	\$814	111%	96%	FALSE	\$0	\$0	\$134,279	\$134,279			\$134,279		\$126,438	\$7,841
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$83,296	\$0	\$0	\$83,296	28,836	92	\$2.89	\$905	86%	109%	FALSE	\$0	\$0	\$70,802	\$70,802			\$70,802		\$69,499	\$1,303
463	VISION CHARTER SCHOOL	\$11,708	9.0%	\$192,778	\$0	\$525	\$192,253	40,627	126	\$5.88	\$1,203	113%	148%	TRUE	\$117,709	\$91,482	\$118,155	\$129,861			\$118,155		\$112,278	\$5,873
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,883	\$0	\$0	\$76,883	16,798	108	\$4.68	\$732	136%	88%	FALSE	\$0	\$0	\$68,334	\$68,334			\$68,334			\$68,334
773	BLACKFOOT COMMUNITY LEARNING	\$8,753	13.3%	\$77,568	\$0	\$131	\$77,567	18,388	78	\$3.39	\$882	118%	120%	TRUE	\$67,008	\$86,822	\$67,172	\$86,824			\$67,172			\$67,172
789	IDAHO LEADERSHIP ACADEMY	\$0	0.0%	\$80,829	\$0	\$286	\$80,573	63,782	84	\$1.42	\$1,416	42%	171%	FALSE	\$0	\$0	\$77,219	\$77,219			\$77,219			\$77,219
882	NORTH STAR PUBLIC CHARTER SCHOOL	\$16,483	11.3%	\$160,404	\$0	\$0	\$160,404	45,307	201	\$4.15	\$982	104%	118%	TRUE	\$136,177	\$145,505	\$146,203	\$146,203			\$146,203		\$146,223	\$-19
787	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$206,549	\$0	\$563	\$205,986	71,738	211	\$2.87	\$976	85%	118%	FALSE	\$0	\$0	\$175,567	\$175,567			\$175,567		\$174,698	\$869
789	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$247,799	\$0	\$701	\$247,097	75,396	276	\$3.28	\$895	98%	109%	FALSE	\$0	\$0	\$210,628	\$210,628			\$210,628		\$210,834	\$-206
789	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$22,686	\$0	\$32	\$22,654	5,104	26	\$4.44	\$629	102%	76%	FALSE	\$0	\$0	\$19,283	\$19,283			\$19,283			\$19,283
Totals		\$524,883	0.1%	\$87,960,608	\$468,035	\$248,371	\$87,367,462	28,980,793	106,231								\$74,268,766	\$74,783,738			\$74,268,766	\$-27,184	\$1,240,497	\$72,981,068

Virtual Schools (DC 31-889) and Full-Time Only Charter Schools Not part of FY08 State Totals, but subject to Funding Cap

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 85%	Amount Reimbursed at Statewide % CPR @ 85%	Most Advantageous Reimbursement @ 85% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 85% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 85% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
462	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,179,356	\$0	\$0,822	\$1,189,773	0	2,213	\$0.00	\$629	0%	64%	FALSE	\$0	\$0	\$897,386	\$897,386			\$897,386			\$897,386
464	ROLLING HILLS CHARTER LEA	\$0	0.0%	\$1,413	\$0	\$2	\$1,411	576	0	\$2.45	\$0	73%	0%	FALSE	\$0	\$0	\$1,201	\$1,201			\$1,201			\$1,201
492	JANER CHARTER SCHOOL	\$194	11.7%	\$1,955	\$0	\$0	\$1,955	499	0	\$3.92	\$0	117%	0%	TRUE	\$1,467	\$1,467	\$1,467	\$1,467			\$1,467			\$1,467
772	HIDDEN SPRINGS CHARTER SCHOOL	\$0	0.0%	\$1,696	\$0	\$0	\$1,696	1,339	0	\$1.26	\$0	37%	0%	FALSE	\$0	\$0	\$1,433	\$1,433			\$1,433			\$1,433
Totals		\$194	0.0%	\$1,778,449	\$0	\$2,622	\$1,774,825	2,414	2,213								\$1,001,487	\$1,001,682			\$1,001,487	\$0	\$1,240,497	\$1,001,487

FY08 Estimated Charter Schools on a Current Year Payment Schedule and Advance Payments (DC 31-678)

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY06 or FY07 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 85%	Amount Reimbursed at Statewide % CPR @ 85%	Most Advantageous Reimbursement @ 85% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 85% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 85% with Hardship Waiver (plus assessment fee and in lieu)	FY08 Advance Charter Payments	Final Payment Amount
461	VICTORY CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$85,000	\$85,000
466	COMPASS PUBLIC CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$123,264	\$123,264
466	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$114,872	\$114,872
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$40,796	\$40,796
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$116,691	\$116,691
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$69,000	\$69,000
463	VISION CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$105,600	\$105,600
789	NORTH STAR PUBLIC CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$160,606	\$160,606
787	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$158,176	\$158,176
788	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$178,780	\$178,780
Totals		\$0	0.0%	\$0	\$0	\$0	\$0	0	0								\$0	\$0			\$0	\$1,781,780	\$1,781,780

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STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

Use Tab Key To Enter Data

103% Funding Cap Appeal Application for Fiscal Year:

District Name: **Pummer-Worley**

Number: **44**

Date: **January 13, 2009**

The school district identified above is subject to a pupil 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: **(Please check all applicable boxes by using mouse key).**

- ☒ 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 cell I5 on Funding Cap Model).
- ☒ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of **10** % 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.

Please 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. **Save document prior to submitting electronically. Submit to SDE by February 1, 200 26, 2009**

See attached narrative documentation:

Superintendent Signature:

Date:

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved ☐ disapproved ☐ the district's appeal and request at its regularly scheduled meeting on at a Funding Cap Rate of % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

Returned to School District on

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**



DEPARTMENT OF EDUCATION

P.O. Box 83720
BOISE, IDAHO 83720-0027

MR. TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

February 9, 2009

George Olsen
Plummer/Worley School District # 44
P.O. Box 130
Plummer, Id. 83851

Dear Mr. Olsen:

Our visits on February 4, 2009 focused on reviewing your districts hardship routes application. We traveled routes South, North, and Lake View in their entirety and determined routes South, and North failed to meet two of the required criteria. However Lake View route is 42 miles long with 9 miles of the route at a 5% or greater grade (23.8% of the route) and has an average student load of 31 which equates to .75 students per mile. This route meets the criteria of a hardship route which would allow the district to increase 103% cap by a maximum of 12.5% or to 115.5%.

We appreciate your openness and cooperation during our 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 18-19, 2009

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Wallace School District.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

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 (\$26,696), Plummer/Worley (\$27,249), Garden Valley (\$42,792), Soda Springs (\$29,125), Orofino (\$3,603), Wendell (46,968), Valley (\$10,946), Moscow (\$18,358), Lapwai (\$5,058), Kellogg (\$39,076), Wallace (\$39,577), Avery (\$10,338), Twin Falls (\$146,267), McCall-Donnelly (\$29,445), Compass Public Charter (\$10,573), Vision Charter (11,706) Blackfoot Community Charter (\$8,763), North Star Public Charter (\$18,458), and not subject to FY06 state totals, but subject to funding cap, Anser Charter (\$194).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Plummer/Worley, Garden Valley, Orofino, Moscow, Lapwai, Kellogg, and Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

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 was reviewed and found to display uniquely difficult geographic circumstances and meet at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Wallace School District submitted one school bus route that met the required criteria. This represents 14.29% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 117.3%.

IMPACT

\$33,652 distributed from the public school appropriation.

**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model	Page 3
Attachment 2 – Wallace Cap Appeal Application	Page 7
Attachment 3 – Copies of District Cap Review Letter	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

A motion to deny/approve the request by Wallace School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2007 of ____%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to deny/approve the request by Garden Valley School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2007 of ____%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION

JUNE 18-19, 2009

Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider

Fiscal Year 2008 Data - Approved Costs Reimbursed in Fiscal Year 2009 (Fifth Capped Year)

Set percentage cap to apply to statewide average: Riders per Mile:

Revised: 05/01/2009 Preliminary

	Cost Per Mile	Cost Per Rider
Statewide Averages before cap	\$3.26	\$829
Statewide Averages after cap	\$2.46	\$854

Total Savings From Cap: Capped Riders: Actual Riders:

Savings Following Approvals & State Board Action:

DIST	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Lost Subsequent to Cap Impact (See Columns W & X)	Total 2008 Reimbursable Costs	INCL CODE	FY08 or FY09 SDE Program Assessment Fee Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above/Dist. State Average Measure	Amount Reimbursed at Statewide % CPM @ 85%	Amount Reimbursed at Statewide % CPR @ 85%	Advantage/Disadvantage Reimbursed @ 85% (plus assessment fee and in-lieu)	Total Amount Reimbursed @ 85% Prior to Cap	Funding Cap Penalty Waived	% Transportation Fee Waived	Total Amount at 85% with Handicap Waiver (plus assessment fee and in-lieu)	Year Year Available Adjustment	Excess FY08 Advance Estimate Reimbursement in FY08	Total Payment Amount
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$6,806,023	\$1,280	\$24,927	\$6,781,116	1,981,666	8,999	\$3.42	\$1,130	102%	136%	FALSE	\$0	\$0	\$6,785,120	\$6,785,120			\$6,785,120			\$6,785,120
002	MERIDIAN JOINT DISTRICT	\$0	0.0%	\$11,221,609	\$0	\$29,751	\$11,191,858	3,111,633	12,438	\$3.60	\$803	107%	100%	FALSE	\$0	\$0	\$9,538,368	\$9,538,368			\$9,538,368			\$9,538,368
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,396,378	\$21,856	\$0,869	\$1,330,653	401,264	1,771	\$3.32	\$751	99%	91%	FALSE	\$0	\$0	\$1,152,921	\$1,152,921			\$1,152,921			\$1,152,921
011	MEADOWS VALLEY DISTRICT	\$36,698	23.8%	\$102,237	\$0	\$235	\$102,002	21,272	22	\$4.34	\$2,019	147%	240%	TRUE	\$62,550	\$77,754	\$62,550	\$62,550			\$62,550			\$62,550
012	COUNCIL DISTRICT	\$0	0.0%	\$73,580	\$3,863	\$246	\$69,721	32,540	82	\$2.14	\$1,125	64%	135%	FALSE	\$0	\$0	\$62,773	\$62,773			\$62,773			\$62,773
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$449,487	\$8,824	\$1,607	\$439,846	155,934	619	\$2.82	\$711	84%	90%	FALSE	\$0	\$0	\$382,064	\$382,064			\$382,064			\$382,064
028	POCATELLO DISTRICT	\$0	0.0%	\$2,759,894	\$184	\$10,625	\$2,749,986	849,256	3,826	\$3.24	\$717	98%	98%	FALSE	\$0	\$0	\$2,345,833	\$2,345,833			\$2,345,833			\$2,345,833
030	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$609,136	\$6,280	\$1,612	\$591,236	166,829	456	\$3.00	\$1,004	89%	121%	FALSE	\$0	\$0	\$432,766	\$432,766			\$432,766			\$432,766
041	ST MARIES JOINT DISTRICT	\$0	0.0%	\$690,455	\$2,645	\$1,933	\$688,522	189,894	443	\$3.42	\$1,485	102%	176%	FALSE	\$0	\$0	\$592,887	\$592,887			\$592,887			\$592,887
044	PLUMMER-WORLEY JOINT DISTRICT	\$27,349	3.2%	\$284,672	\$0	\$1,199	\$283,473	101,974	264	\$3.73	\$1,485	112%	175%	TRUE	\$268,702	\$191,675	\$268,722	\$268,722			\$268,722			\$268,722
062	SNAKE RIVER DISTRICT	\$0	0.0%	\$762,003	\$0	\$0	\$762,003	332,637	1,063	\$2.26	\$707	67%	88%	FALSE	\$0	\$0	\$639,203	\$639,203			\$639,203			\$639,203
066	BLACKFOOT DISTRICT	\$0	0.0%	\$1,698,897	\$2,768	\$0	\$1,696,129	498,474	2,199	\$3.20	\$722	95%	87%	FALSE	\$0	\$0	\$1,361,489	\$1,361,489			\$1,361,489			\$1,361,489
068	ABERDEEN DISTRICT	\$0	0.0%	\$346,668	\$0	\$1,082	\$344,576	116,279	396	\$2.96	\$941	88%	114%	FALSE	\$0	\$0	\$293,818	\$293,818			\$293,818			\$293,818
069	FIRTH DISTRICT	\$0	0.0%	\$260,394	\$0	\$554	\$259,440	109,554	462	\$2.39	\$562	71%	68%	FALSE	\$0	\$0	\$221,335	\$221,335			\$221,335			\$221,335
069	SHELLEY JOINT DISTRICT	\$0	0.0%	\$328,437	\$0	\$1,622	\$326,815	174,735	399	\$3.01	\$827	90%	64%	FALSE	\$0	\$0	\$449,171	\$449,171			\$449,171			\$449,171
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,262,814	\$10,007	\$3,774	\$1,230,033	373,643	1,260	\$3.32	\$983	98%	119%	FALSE	\$0	\$0	\$1,064,892	\$1,064,892			\$1,064,892			\$1,064,892
071	GARDEN VALLEY DISTRICT	\$45,799	20.1%	\$220,712	\$14,388	\$706	\$206,326	83,558	190	\$4.40	\$2,182	101%	260%	TRUE	\$167,500	\$79,410	\$170,313	\$170,313			\$170,313			\$170,313
072	BASIN SCHOOL DISTRICT	\$0	0.0%	\$281,337	\$588	\$0	\$280,751	83,827	221	\$3.26	\$1,270	100%	163%	FALSE	\$0	\$0	\$239,136	\$239,136			\$239,136			\$239,136
070	HORSESHOE BEND SCHOOL DISTRICT	\$0	0.0%	\$113,637	\$0	\$207	\$113,200	28,548	127	\$3.97	\$827	119%	100%	FALSE	\$0	\$0	\$96,691	\$96,691			\$96,691			\$96,691
093	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$622,431	\$0,190	\$0	\$619,281	223,856	702	\$2.77	\$983	82%	106%	FALSE	\$0	\$0	\$529,066	\$529,066			\$529,066			\$529,066
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,636,538	\$12,151	\$10,877	\$1,613,510	\$99,856	1,324	\$2.69	\$1,218	80%	147%	FALSE	\$0	\$0	\$1,390,207	\$1,390,207			\$1,390,207			\$1,390,207
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,523,220	\$0	\$8,960	\$2,514,260	594,909	3,402	\$4.23	\$739	126%	189%	FALSE	\$0	\$0	\$2,144,737	\$2,144,737			\$2,144,737			\$2,144,737
092	SWAN VALLEY ELEMENTARY DISTRICT	\$0	0.0%	\$101,821	\$12,947	\$330	\$88,874	37,094	86	\$2.39	\$1,827	71%	184%	FALSE	\$0	\$0	\$86,548	\$86,548			\$86,548			\$86,548
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,377,128	\$3,668	\$13,963	\$2,363,569	685,478	4,168	\$3.65	\$867	106%	88%	FALSE	\$0	\$0	\$2,020,669	\$2,020,669			\$2,020,669			\$2,020,669
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$785,297	\$34,356	\$2,752	\$748,139	240,671	829	\$3.11	\$904	93%	109%	FALSE	\$0	\$0	\$667,494	\$667,494			\$667,494			\$667,494
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$220,401	\$1,079	\$951	\$221,371	112,734	176	\$2.20	\$1,599	74%	150%	FALSE	\$0	\$0	\$240,891	\$240,891			\$240,891			\$240,891
121	CANAS COUNTY DISTRICT	\$0	0.0%	\$88,027	\$1,876	\$251	\$86,800	47,868	61	\$1.79	\$1,407	63%	170%	FALSE	\$0	\$0	\$74,823	\$74,823			\$74,823			\$74,823
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$4,790,183	\$0	\$12,984	\$4,777,199	1,003,907	6,535	\$4.76	\$731	142%	88%	FALSE	\$0	\$0	\$4,071,656	\$4,071,656			\$4,071,656			\$4,071,656
132	CALDWELL DISTRICT	\$0	0.0%	\$2,718,310	\$0	\$7,890	\$2,710,420	449,870	3,201	\$8.02	\$847	179%	102%	FALSE	\$0	\$0	\$2,310,564	\$2,310,564			\$2,310,564			\$2,310,564
133	WILDER DISTRICT	\$0	0.0%	\$162,749	\$0	\$421	\$162,327	47,730	202	\$2.40	\$804	101%	97%	FALSE	\$0	\$0	\$138,336	\$138,336			\$138,336			\$138,336
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,008,127	\$0	\$2,831	\$1,005,296	246,092	1,387	\$4.09	\$725	122%	87%	FALSE	\$0	\$0	\$856,908	\$856,908			\$856,908			\$856,908
136	NOTUS DISTRICT	\$0	0.0%	\$129,741	\$0	\$0	\$129,741	82,166	169	\$2.49	\$768	74%	93%	FALSE	\$0	\$0	\$110,280	\$110,280			\$110,280			\$110,280
136	MELBA JOINT DISTRICT	\$0	0.0%	\$207,190	\$1,652	\$880	\$204,608	97,019	339	\$3.14	\$899	93%	108%	FALSE	\$0	\$0	\$261,078	\$261,078			\$261,078			\$261,078
137	PARMA DISTRICT	\$0	0.0%	\$486,870	\$0	\$0	\$486,870	145,122	478	\$3.22	\$981	86%	118%	FALSE	\$0	\$0	\$398,840	\$398,840			\$398,840			\$398,840
139	VALLIUM SCHOOL DISTRICT	\$0	0.0%	\$2,843,484	\$136	\$0	\$2,843,348	785,918	3,880	\$3.62	\$773	108%	93%	FALSE	\$0	\$0	\$2,416,961	\$2,416,961			\$2,416,961			\$2,416,961
148	GRACE JOINT DISTRICT	\$0	0.0%	\$246,151	\$0	\$1,523	\$244,628	80,105	217	\$3.05	\$1,125	91%	136%	FALSE	\$0	\$0	\$209,228	\$209,228			\$209,228			\$209,228
149	NORTH OREM DISTRICT	\$0	0.0%	\$107,791	\$0	\$0	\$107,791	36,878	76	\$2.82	\$1,418	87%	171%	FALSE	\$0	\$0	\$91,888	\$91,888			\$91,888			\$91,888
150	SODA SPRINGS JOINT DISTRICT	\$25,125	10.7%	\$221,452	\$47,170	\$588	\$222,707	85,920	235	\$3.56	\$1,151	118%	144%	TRUE	\$202,676	\$165,885	\$244,121	\$244,121			\$244,121			\$244,121
161	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,867,874	\$18,291	\$5,884	\$1,844,699	845,218	2,103	\$2.83	\$724	84%	84%	FALSE	\$0	\$0	\$1,332,693	\$1,332,693			\$1,332,693			\$1,332,693
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$130,440	\$0	\$447	\$129,993	56,478	79	\$2.29	\$1,728	68%	208%	FALSE	\$0	\$0	\$110,534	\$110,534			\$110,534			\$110,534
171	DROPID JOINT DISTRICT	\$2,943	8.7%	\$603,414	\$9,948	\$1,678	\$591,467	169,745	888	\$3.43	\$1,066	104%	121%	TRUE	\$469,161	\$426,915	\$469,295	\$469,295			\$469,295			\$469,295
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$332,707	\$4,445	\$0	\$328,261	100,767	195	\$3.30	\$1,704	99%	205%	FALSE	\$0	\$0	\$282,801	\$282,801			\$282,801			\$282,801
182	HALE COUNTY DISTRICT	\$0	0.0%	\$216,691	\$0	\$818	\$215,873	75,320	90	\$2.87	\$2,368	96%	288%	FALSE	\$0	\$0	\$184,187	\$184,187			\$184,187			\$184,187
191	PRAIRIE ELEMENTARY DISTRICT	\$0	0.0%	\$2,357	\$2,357	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$2,003	\$2,003			\$2,003			\$2,003
192	GLENN'S FERRY JOINT DISTRICT	\$0	0.0%	\$286,480	\$0	\$888	\$284,772	83,315	276	\$3.00	\$969	89%	116%	FALSE	\$0	\$0	\$225,641	\$225,641			\$225,641			\$225,641
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,308,625	\$14,264	\$3,876	\$1,287,386	374,238	1,223	\$3.44	\$1,045	102%	136%	FALSE	\$0	\$0	\$1,108,696	\$1,108,696			\$1,108,696			\$1,108,696

SDE

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STATE DEPARTMENT OF EDUCATION

JUNE 18-19, 2009

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY08 or FY09 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 85%	Amount Reimbursed at Statewide % CPR @ 85%	Most Advantageous Reimbursement @ 85% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 85% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 85% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
417	CASTLEFORD DISTRICT	\$0	0.0%	\$198,587	\$0	\$510	\$198,077	50,904	127	\$2.93	\$1,249	87%	150%	FALSE	\$0	\$0	\$134,799	\$134,799			\$134,799			\$134,799
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$130,591	\$0	\$315	\$130,276	48,632	116	\$2.68	\$1,123	80%	106%	FALSE	\$0	\$0	\$111,002	\$111,002			\$111,002			\$111,002
421	MC CALL-DONNELLY DISTRICT	\$29,445	6.5%	\$501,444	\$1,097	\$2,070	\$500,367	142,708	386	\$3.70	\$1,369	110%	168%	TRUE	\$419,067	\$280,254	\$422,283	\$422,283			\$422,283			\$422,283
422	CASCADE DISTRICT	\$0	0.0%	\$81,022	\$6,131	\$210	\$75,881	30,582	70	\$2.47	\$1,081	74%	130%	FALSE	\$0	\$0	\$68,869	\$68,869			\$68,869			\$68,869
431	WEISER DISTRICT	\$0	0.0%	\$378,129	\$0	\$1,033	\$377,096	117,812	802	\$2.20	\$826	86%	78%	FALSE	\$0	\$0	\$321,410	\$321,410			\$321,410			\$321,410
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$75,842	\$0	\$324	\$75,518	32,220	53	\$2.34	\$1,421	70%	171%	FALSE	\$0	\$0	\$64,296	\$64,296			\$64,296			\$64,296
433	MIDVALE DISTRICT	\$0	0.0%	\$70,568	\$76	\$257	\$70,236	32,667	50	\$2.15	\$1,406	64%	168%	FALSE	\$0	\$0	\$59,983	\$59,983			\$59,983			\$59,983
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$104,753	\$0	\$300	\$104,453	27,728	137	\$3.77	\$762	112%	92%	FALSE	\$0	\$0	\$89,040	\$89,040			\$89,040		\$84,533	\$4,507
455	COMPASS PUBLIC CHARTER LEA	\$10,573	7.6%	\$160,243	\$0	\$0	\$160,243	40,589	174	\$3.76	\$506	111%	113%	TRUE	\$128,184	\$129,332	\$128,184	\$128,184			\$128,184		\$129,438	\$1,254
456	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$109,125	\$0	\$444	\$108,711	61,195	169	\$2.59	\$909	77%	110%	FALSE	\$0	\$0	\$105,282	\$105,282			\$105,282		\$104,042	\$1,240
458	LIBERTY CHARTER LEA	\$0	0.0%	\$184,837	\$0	\$1,270	\$183,567	49,293	244	\$2.72	\$752	111%	91%	FALSE	\$0	\$0	\$167,111	\$167,111			\$167,111			\$167,111
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$47,534	\$0	\$131	\$47,503	21,416	44	\$2.22	\$1,080	66%	130%	FALSE	\$0	\$0	\$40,489	\$40,489			\$40,489		\$40,616	\$-127
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$187,975	\$0	\$0	\$187,975	42,363	194	\$3.73	\$814	111%	96%	FALSE	\$0	\$0	\$134,279	\$134,279			\$134,279		\$126,438	\$7,841
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$83,296	\$0	\$0	\$83,296	28,836	92	\$2.89	\$905	86%	109%	FALSE	\$0	\$0	\$70,802	\$70,802			\$70,802		\$69,499	\$1,303
463	VISION CHARTER SCHOOL	\$11,708	9.9%	\$182,778	\$0	\$525	\$182,253	40,627	126	\$5.88	\$1,203	113%	148%	TRUE	\$117,709	\$91,482	\$118,155	\$118,155			\$118,155		\$112,278	\$5,877
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,883	\$0	\$0	\$76,883	16,798	108	\$4.68	\$732	136%	88%	FALSE	\$0	\$0	\$68,334	\$68,334			\$68,334			\$68,334
773	BLACKFOOT COMMUNITY LEARNING	\$8,753	13.3%	\$77,568	\$0	\$131	\$77,567	18,388	78	\$3.99	\$882	118%	120%	TRUE	\$67,008	\$88,632	\$67,172	\$67,172			\$67,172			\$67,172
789	IDAHO LEADERSHIP ACADEMY	\$0	0.0%	\$80,829	\$0	\$286	\$80,573	63,782	84	\$1.42	\$1,416	42%	171%	FALSE	\$0	\$0	\$77,219	\$77,219			\$77,219			\$77,219
792	NORTH STAR PUBLIC CHARTER SCHOOL	\$16,483	11.3%	\$160,404	\$0	\$0	\$160,404	45,307	201	\$4.15	\$982	104%	118%	TRUE	\$136,177	\$145,505	\$145,505	\$145,505			\$145,505		\$145,523	\$-17
797	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$206,549	\$0	\$563	\$205,986	71,738	211	\$2.87	\$976	85%	118%	FALSE	\$0	\$0	\$175,567	\$175,567			\$175,567		\$174,698	\$869
799	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$247,799	\$0	\$701	\$247,097	75,396	276	\$3.28	\$895	98%	109%	FALSE	\$0	\$0	\$210,628	\$210,628			\$210,628		\$210,834	\$-206
799	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$22,686	\$0	\$32	\$22,654	5,104	26	\$4.44	\$629	102%	76%	FALSE	\$0	\$0	\$19,283	\$19,283			\$19,283			\$19,283
Totals		\$524,883	0.1%	\$87,960,608	\$468,035	\$248,371	\$87,367,462	28,980,793	108,231								\$74,268,766	\$74,783,738			\$74,268,766	\$-27,184	\$1,240,497	\$72,981,068

Virtual Schools (DC 31-889) and Full-Time Only Charter Schools Not part of FY08 State Totals, but subject to Funding Cap

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY08 or FY09 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 85%	Amount Reimbursed at Statewide % CPR @ 85%	Most Advantageous Reimbursement @ 85% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 85% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 85% with Hardship Waiver (plus assessment fee and in lieu)	Prior Year Audit Adjustments	Charter FY08 Advance Estimate Reimbursed in FY08	Final Payment Amount
462	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,179,356	\$0	\$0,822	\$1,189,773	0	2,213	\$0.00	\$629	0%	64%	FALSE	\$0	\$0	\$897,386	\$897,386			\$897,386			\$897,386
464	ROLLING HILLS CHARTER LEA	\$0	0.0%	\$1,413	\$0	\$2	\$1,411	576	0	\$2.45	\$0	73%	0%	FALSE	\$0	\$0	\$1,201	\$1,201			\$1,201			\$1,201
492	JANER CHARTER SCHOOL	\$194	11.7%	\$1,955	\$0	\$0	\$1,955	499	0	\$3.92	\$0	117%	0%	TRUE	\$1,467	\$1,467	\$1,467	\$1,467			\$1,467			\$1,467
772	HIDDEN SPRINGS CHARTER SCHOOL	\$0	0.0%	\$1,696	\$0	\$0	\$1,696	1,339	0	\$1.26	\$0	37%	0%	FALSE	\$0	\$0	\$1,433	\$1,433			\$1,433			\$1,433
Totals		\$194	0.0%	\$1,178,449	\$0	\$0,822	\$1,174,825	2,414	2,213								\$1,001,487	\$1,001,682			\$1,001,487	\$0	\$1,240,497	\$1,001,487

FY08 Estimated Charter Schools on a Current Year Payment Schedule and Advance Payments (DC 31-678)

Dist #	District Name	District Funding Capped Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total 100% Reimbursable Costs	In-Lieu Costs	FY08 or FY09 SDE Program Assessment Fees Paid in FY08	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Rules	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Amount Reimbursed at Statewide % CPM @ 85%	Amount Reimbursed at Statewide % CPR @ 85%	Most Advantageous Reimbursement @ 85% (plus assessment fee and in lieu)	Total Amount Reimbursed @ 85% Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Total Amount Reimbursed @ 85% with Hardship Waiver (plus assessment fee and in lieu)	FY08 Advance Charter Payments	Final Payment Amount
461	VICTORY CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$85,000	\$85,000
466	COMPASS PUBLIC CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$123,264	\$123,264
466	FALCON RIDGE CHARTER LEA	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$114,872	\$114,872
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$40,796	\$40,796
461	TAYLORS CROSSING CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$116,691	\$116,691
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$69,000	\$69,000
463	VISION CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$105,600	\$105,600
789	NORTH STAR PUBLIC CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$160,600	\$160,600
797	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$158,176	\$158,176
799	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$0	\$0	\$0	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0			\$0	\$178,780	\$178,780
Totals		\$0	0.0%	\$0	\$0	\$0	\$0	0	0								\$0	\$0			\$0	\$1,781,780	\$1,781,780

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STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year:

Use Tab Key To Enter Data

District Name: Wallace

Number: 393

Date: December 17, 2008

The school district identified above is subject to a pupil 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: **(Please check all applicable boxes by using mouse key).**

- ☒ 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 cell I5 on Funding Cap Model).
- ☒ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☐ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 14 % 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.

Please 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. **Save document prior to submitting electronically. Submit to SDE by February 1, 2009**

During the 2007/2008 school year, we transported 10 students over Dobson Pass to the Prichard/Murray area. The run is a total of 146 miles per day and 24 miles are at a 6% or greater grade.

Superintendent Signature:

Date:

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved ☐ disapproved ☐ the district's appeal and request at its regularly scheduled meeting on at a Funding Cap Rate of % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

Returned to School District on

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**



DEPARTMENT OF EDUCATION

P.O. Box 83720
BOISE, IDAHO 83720-0027

MR. TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

February 9, 2009

Dr. Robert Ranells
Wallace School District # 392
405 7th St.
Wallace, Id. 83873-2335

Dear Dr. Ranells:

Our visits on February 3, 2009 focused on reviewing your districts hardship routes application. We traveled the Murray route in its entirety and determined it is 40 miles long with 9 miles of the route at a 5% or greater grade (22.5% of the route) and has an average student load of 8 which equates to .2 students per mile. This route meets the criteria of a hardship route which would allow the district to increase 103% cap by a maximum of 14.29% or to 117.29%.

We appreciate your openness and cooperation during our 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
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SUBJECT

Requests for Approval to Transport Students Less than One and One-Half Miles for the 2008-2009 School Year

REFERENCE

June 19-20, 2008

M/S (Luna/Thilo): To approve the requests by one hundred school districts and twelve charter schools to transport students less than one and one-half miles. Motion carried 5-0 (Hall excused absent).

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1006, 33-1501, 33-1502, Idaho Code

BACKGROUND/DISCUSSION

Idaho Code 33-1006 states that "(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..."

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 were submitted on the Safety Busing form found on the State Department of Education's Pupil Transportation Web-site. Reminders were posted on the web and in newsletter prior to March 31. 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

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Department of Education and are submitted to the State Board of Education for consideration.

IMPACT

\$2,318,391.56 to the FY09 Public Schools Budget.

ATTACHMENTS

Attachment 1 – List of safety busing requests recommended for approval Page 3

Attachment 2 – State-wide Costs of Safety Busing Page 13

BOARD ACTION

A motion to approve the requests by one hundred school districts and twelve charter schools for Approval to Transport Students Less than One and One-half Miles.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Request to Transport Students Less than One and One-half Miles with
Recommendation for Approval

The following is a list of previously approved and new safety busing requests from various school districts to transport students less than one and one-half miles to and from school. The requests were approved by the local school district boards, and the students in the respective districts are currently being transported. All applications have been reviewed by Department of Education Staff and, in our opinion, meet safety-busing criteria.

Boise Independent School District No. 1

This request involves 1,804 students attending grades K through 9.

Meridian Jt. School District No. 2

This request involves 3,535 students attending grades K through 12.

Kuna Jt. School District No. 3

This request involves 547 students attending grades K through 8.

Marsh Valley Jt. School District No. 21

This request involves 121 students attending grades K through 12.

Pocatello School District No. 25

This request involves 1,642 students attending grades K through 12.

Bear Lake Co. School District No. 33

This request involves 123 students attending grades K through 8.

St. Maries Jt. School District No. 41

This request involves 85 students attending grades Pre-school through 8.

Plummer/Worley Jt. School District No. 44

This request involves 36 students attending grades Pre-school through 12.

Snake River School District No. 52

This request involves 184 students attending grades K through 12.

Blackfoot School District No. 55

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This request involves 568 students attending grades K through 12.

Aberdeen School District No. 58

This request involves 163 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 155 students attending grades 1st through 8th.

Blaine Co. School District No. 61

This request involves 552 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 22 students attending grades K through 12.

Horseshoe Bend School District No. 73

This request involves 80 students attending grades K through 12.

West Bonner Co. School District No. 83

This request involves 92 students attending grades K through 6.

Lake Pend Oreille School District No. 84

This request involves 281 students attending grades K through 6.

Idaho Falls School District No. 91

This request involves 1,547 students attending grades K through 12.

Swan Valley School District No. 92

This request involves 8 students attending grades K through 8.

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Bonneville Jt. School District No. 93

This request involves 3,127 students attending grades K through 12.

Boundary County School District No. 101

This request involves 69 students attending grades K through 5.

Butte County Jt. School District No. 111

This request involves 72 students attending grades Pre-school through 12.

Camas County School District No.121

This request involves 4 students attending grades K through 12.

Nampa School District No. 131

This request involves 2,712 students attending grades K through 12.

Caldwell School District No. 132

This request involves 911 students attending grades Pre-school through 12.

Wilder School District No. 133

This request involves 135 students attending grades K through 12.

Middleton School District No. 134

This request involves 467 students attending grades K through 12.

Notus School District No. 135

This request involves 114 students attending grades K through 12.

Melba Jt. School District No. 136

This request involves 44 students attending grades K through 12.

Parma School District No. 137

This request involves 57 students attending grades K through 5.

Vallivue School District No. 139

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This request involves 1,070 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 9.

Soda Springs Jt. School District No. 150

This request involves 138 students attending grades K through 12.

Cassia Co. Jt. School District No. 151

This request involves 493 students attending grades Pre-school through 12.

Clark Co. School District No. 161

This request involves 60 students attending grades Pre-school through 12.

Orofino Jt. School District No. 171

This request involves 59 students attending grades K through 8.

Challis Jt. School District No. 181

This request involves 34 students attending grades K through 12.

Mackay Jt. School District No. 182

This request involves 30 students attending grades Pre-school through 12.

Glenns Ferry Jt. School District No. 192

This request involves 232 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 263 students attending grades K through 8.

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West Side Jt. School District No. 202

This request involves 68 students attending grades K through 12.

Fremont Co. Jt. School District No. 215

This request involves 278 students attending grades K through 12.

Emmett Independent School District No. 221

This request involves 425 students attending grades K through 9.

Gooding Jt. School District No. 231

This request involves 267 students attending grades K through 12.

Wendell School District No. 232

This request involves 66 students attending grades K through 12.

Hagerman Jt. School District No. 233

This request involves 70 students attending grades K through 12.

Bliss Jt. School District No. 234

This request involves 31 students attending grades K through 12.

Cottonwood Jt. School District No. 242

This request involves 67 students attending grades K through 8.

Salmon River Jt. School District No. 243

This request involves 9 students attending grades K through 9.

Mountain View School District No. 244

This request involves 124 students attending grades K through 12.

Jefferson Co. Jt. School District No. 251

This request involves 543 students attending grades K through 12.

Ririe School District No. 252

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This request involves 85 students attending grades K through 12.

West Jefferson School District No. 253

This request involves 62 students attending grades Pre-school through 12.

Jerome Jt. School District No. 261

This request involves 185 students attending grades K through 6.

Valley School District No. 262

This request involves 1 student attending grade 3.

Coeur d'Alene School District No. 271

This request involves 663 students attending grades K through 8.

Lakeland School District No. 272

This request involves 234 students attending grades K through 12.

Post Falls School District No. 273

This request involves 1250 students attending grades K through 12.

Kootenai School District No. 274

This request involves 13 students attending grades K through 12.

Moscow School District No. 281

This request involves 264 students attending grades K through 12.

Genesee School District No. 282

This request involves 38 students attending grades K through 12.

Kendrick School District No. 283

This request involves 3 students attending grades K through 6.

Potlatch School District No. 285

This request involves 76 students attending grades K through 12.

Salmon School District No. 291

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This request involves 136 students attending grades K through 12.

Kamiah Jt. School District No. 304

This request involves 130 students attending grades K through 12.

Shoshone Jt. School District No. 312

This request involves 178 students attending grades K through 12.

Dietrich School District No. 314

This request involves 4 students attending 1 through 9.

Richfield School District No. 316

This request involves 28 students attending K through 12.

Madison School District No. 321

This request involves 1,069 students attending grades K through 7.

Sugar-Salem Jt. School District No. 322

This request involves 128 students attending grades K through 12.

Minidoka Co. Jt. School District No. 331

This request involves 801 students attending grades K through 12.

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 12.

Oneida Co. School District No. 351

This request involves 111 students attending grades K through 12.

Marsing Jt. School District No. 363

This request involves 100 students attending grades K through 7.

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Homedale Jt. School District No. 370

This request involves 305 students attending grades K through 8.

Payette Jt. School District No. 371

This request involves 568 students attending grades K through 12.

New Plymouth School District No. 372

This request involves 71 students attending grades 1st through 10th.

Fruitland School District No. 373

This request involves 161 students attending grades K through 8.

American Falls Jt. School District No. 381

This request involves 192 students attending grades K through 12.

Kellogg Jt. School District No. 391

This request involves 85 students attending grades K through 8.

Wallace School District No. 393

This request involves 8 students attending grades K through 12.

Avery School District No. 394

This request involves 1 students attending grades K through 8.

Teton Jt. School District No.401

This request involves 112 students attending grades K through 5.

Twin Falls School District No. 411

This request involves 893 students attending grades K through 12.

Buhl Jt. School District No. 412

This request involves 290 students attending grades K through 12.

Filer School District No. 413

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This request involves 200 students attending grades K-12.

Kimberly School District No. 414

This request involves 172 students attending grades K through 12.

Hansen School District No. 415

This request involves 67 students attending grades K through 12.

Castleford Jt. School District No. 417

This request involves 12 students attending grades K through 8.

McCall-Donnelly Jt. School District No. 421

This request involves 173 students attending grades K through 12.

Cascade School District No. 422

This request involves 13 students attending grades K through 9.

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 12.

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 16 students attending grades 1st through 8th.

Falcon Ridge Charter No. 456

This request involves 50 students attending grades K through 8.

Liberty Charter No. 458

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This request involves 14 students attending grades K through 12.

Garden Community Charter No. 459

This request involves 18 students attending grades K through 8th.

Xavier Charter No. 462

This request involves 56 students attending grades K through 12.

Vision Charter No. 463

This request involves 15 students attending grades K through 7.

White Pine Charter School No. 464

This request involves 86 students attending grades K through 8.

Blackfoot Com. Charter No. 773

This request involves 3 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 44 students attending grades K through 12.

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2008-2009 safety busing "cost per pupil per year" with factors obtained from 2007-2008 pupil transportation financial summary

DISTRICT	NO.	AREAS	STUDENT	UP	DOWN	COST/STD	COST	NEW	APPROVED	GRADES	Date rated	SCORE
Boise	1	55	1804	623		1,133.00	\$2,043,932.00	8	08/11/2008	K-9	11/8/2007-02/12/2009	8-117
Meridian	2	39	3535		2	833.00	\$2,944,655.00	2	08/12/2008	K-12	01/09/2009	55-100
Kuna	3	6	547	72		751.00	\$410,797.00	0	2008	K-6	08/22/2007	27-59
Meadows Valley	11					2,019.00	\$0.00					
Council	13					1,131.00	\$0.00					
Marsh Valley	21	5	121	3		715.00	\$86,515.00	0	08/11/2008	K-12	03/15/2008	88/86/83/86/89
Pocatello	25	45	1842	221		715.00	\$1,174,030.00	0	07/29/2008	K-12	12/14/2007	41-88
Bear Lake	33	5	123			1,004.00	\$123,492.00	0	08/13/2008	K-5	02/26/2008	26/21/18/19/23
St. Manes	41	1	85		36	1,459.00	\$124,015.00	0	08/11/2008	K-8	01/31/2008	98
Plummer/Worley	44	2	36		22	1,454.00	\$52,344.00	0	09/08/2008	K-12	03/03/2008	54/69
Snake River	52	5	184			704.00	\$129,536.00	0	08/20/2008	K-12	03/01/2008	94/110/95/118/91
Blackfoot	55	8	568	1		723.00	\$410,684.00	0	08/27/2008	K-12	01/16/2009	50/49/47/73/85/44/79
Aberdeen	58	2	163	5		978.00	\$159,088.00	0	03/18/2009	K-12	03/08/2008	62/65
Firth	59	4	149			562.00	\$83,738.00	0	03/12/2009	K-12	02/01/2008	60/45/45/55
Shelley	60	3	155		31	527.00	\$81,685.00	0	2008	K-8	03/12/2008	59/59/599
Blaine Co.	61	7	552	5		1,021.00	\$563,592.00	0	08/08/2008	K-12	03/06/2009	15-27
Garden Valley	71	1	6			2,182.00	\$13,082.00	0	10/13/2006	K-12	07/25/2006	70
Basin	72	1	22	4		1,274.00	\$28,028.00	1	08/19/2008	K-12	08/07/2008	94
Horseshoe Bend	73	1	80		2	841.00	\$67,280.00	0	10/13/2008	K-12	03/03/2008	65
W. Bonner Co.	83	8	92	5		883.00	\$81,236.00	0	08/06/2008	K-12	02/12/2009	86/63/71/77/9/85/85/65/75
Lake Pend Oreille	84	6	281	40		1,218.00	\$342,258.00	1	08/12/2008	K-6	03/12/2007	55-89
Idaho Falls	91	18	1547	84		739.00	\$1,143,233.00	0	2008	K-12	03/27/2008	37-78
Swan Valley	92	1	8			1,613.00	\$12,904.00	0	08/11/2008	K-8	02/10/2008	70
Bonneville	93	18	3127	739		552.00	\$1,738,104.00	2	08/11/2008	K-12	03/01/2007	60/62/60/75/57/57/58/73/70/70/89/87
Boundary	101	1	69	14		897.00	\$61,893.00	0	2008	K-12	05/08/2008	59
Butte Co.	111	4	72	18		1,599.00	\$115,128.00	0	08/20/2008	K-12	03/13/2008	77/99/74/74
Camas Co.	121	2	4			1,443.00	\$5,772.00	0	10/13/2008	5th -10th	03/15/2006	68/64
Nampa	131	21	2712		275	731.00	\$1,982,472.00	2	08/12/2008	K-12	08/01/2007	58-97
Caldwell	132	9	911		2	847.00	\$771,617.00	0	2008	K-12	02/26/2007	75-325
Wilder	133	1	135	13		804.00	\$108,540.00	0	03/10/2009	K-12	09/13/2006	78
Middleton	134	4	467		24	725.00	\$338,575.00	0	03/10/2009	K-12	03/05/2007	103/84/89/95
Notus	135	1	114	16		768.00	\$87,552.00	0	02/09/2009	K-12	02/02/2009	99
Melba	136	3	44		6	921.00	\$40,524.00	0	08/11/2008	K-12	08/2006	69/70/77
Parma	137	1	57	2		981.00	\$55,917.00	0	2008	K-5	12/05/2008	Unsafe
Valivue	139	9	1070	124		773.00	\$827,110.00	1	03/10/2009	K-12	09/07/2008	42-86
Grace	148	3	34			1,025.00	\$34,850.00	0	2008	K-12	03/18/2009	24
North Gem	149	1	20			1,261.00	\$25,220.00	0	03/17/2009	K-12	03/12/2008	67
Soda Springs	150	6	138	3		1,111.00	\$153,318.00	0	08/15/2008	K-12	03/12/2008	22
Cassia Co.	151	7	493	68		724.00	\$356,832.00	0	07/28/2008	K-12	10/2006	46/55/35/31/53/37/40
Clark Co.	181	2	60		3	1,743.00	\$104,580.00	0	08/04/2008	K-12	08/2008	30-30
Orofino	171	3	59	10		1,007.00	\$59,413.00	0	07/18/2009	K-8	01/06/2005	71/84/71
Challis	181	5	34	5		1,584.00	\$53,856.00	0	08/11/2008	K-12	10/17/2007	60/65/60/54/60
Mackay	182	1	30		7	2,398.00	\$71,940.00	0	03/11/2009	K-12	08/01/2008	87
Glenns Ferry	192	5	232	31		927.00	\$215,064.00	0	03/12/2008	K-12	03/02/2008	360
Mt. Home	193	4	418			1,061.00	\$443,498.00	0	02/17/2009	K-12	12/12/2007	106/103/103/67
Preston	201	23	263		29	473.00	\$124,399.00	0	2008	K-12	03/04/2009	62/53/60/61/64/60/85/
West Side	202	1	68		56	594.00	\$40,392.00	0	2008	K-12	03/15/2008	79
Fremont Co.	215	3	278		5	825.00	\$229,350.00	0	08/21/2008	K-12	03/01/2008	45/62/57
Emmett	221	6	425	39		763.00	\$324,275.00	0	03/12/2009	K-9	03/11/2008	68-99
Gooding	231	3	267		32	745.00	\$198,915.00	0	09/09/2008	K-12	01/26/2007	27/34/27
Wendell	232	3	86	1		998.00	\$65,868.00	0	08/19/2008	K-12	03/18/2008	78/88/101
Hagerman	233	1	70		14	805.00	\$56,350.00	0	03/09/2009	K-12	03/12/2007	76
Bliss	234	1	31		22	833.00	\$25,823.00	0	07/07/2008	K-12	02/08/2008	19
Cottonwood	242	3	67		2	850.00	\$56,950.00	0	3/16/2009	K-8	09/27/2007	71/71/71

STATE DEPARTMENT OF EDUCATION

JUNE 18-19, 2009

2008-2009 safety busing "cost per pupil per year" with factors obtained from 2007-2008 pupil transportation financial summary

DISTRICT	NO.	AREAS	STUDENT	UP	DOWN	COST/STD	COST	NEW	APPROVED	GRADES	Date rated	SCORE
Salmon River Jt	243	2	9	5		1,251.00	\$11,259.00	0	2008	K-9	03/14/2008	52/30
Mountain View	244	20	124	4		1,479.00	\$183,396.00	0	08/18/2008	K-12	45/60/70/73/58/55/56/37/44/34/62/62/42/61/59/63/64/60/74/47/62/	
Jefferson Co.	251	5	543	123		845.00	\$350,235.00	0	2008	K-12	03/14/2008	28/34/33/31/32
Rine	252	4	85			708.00	\$60,180.00	0	08/7/2008	K-12	03/01/2008	83
West Jefferson	253	2	62		12	1,193.00	\$73,966.00	0	03/19/2009	K-12	03/31/2008	38/39
Jerome	261	4	185	64		717.00	\$132,645.00	1	02/24/2009	K-8	01/10/2008	77/81/82
Valley	262	1	1		4	1,135.00	\$1,135.00	0	2008	3rd	04/04/2008	73
Coeur d'Alene	271	15	663	30		808.00	\$535,704.00	1	08/02/2008	K-8	01/10/07-07/01/2008	9/63/73/68/89/85/73/77/73/85/75/87/79/81
Lakeland	272	7	234	57		910.00	\$212,940.00	0	03/09/2009	K-12	03/24/2008	16/21/18/17/15/21
Post Falls	273	9	1260	328		518.00	\$647,500.00	1	03/20/2009	K-12	03/10/2007	71-87
Kootenai	274	1	13		1	1,228.00	\$15,938.00	0	03/18/2009	K-12	09/02/2009	66
Moscow	281	6	264		40	872.00	\$230,208.00	1	02/24/2009	K-12	12/05/2007	60/84/59/60/67/61
Genesee	282	3	38			1,622.00	\$61,636.00	0	10/13/2008	K-12	03/01/2007	87/82/88
Kendrick	283	2	3		1	1,227.00	\$3,681.00	0	08/14/2008	5th-12th	09/21/2007	48-61
Potlatch	285	6	76	7		1,303.00	\$99,028.00	1	08/21/2008	K-12	08/11/2008	37/66/50/59-47
Troy	287					926.00	\$0.00					
Whitepine	288					1,614.00	\$0.00					
Salmon	291	6	136	3		861.00	\$117,096.00	0	08/11/2008	K-12	02/01/2008	69/78/60/70/71/69
South Lemhi	292					1,808.00	\$0.00					
Nezperce	302					2,323.00	\$0.00					
Kamiah	304	5	130		6	949.00	\$123,370.00	0	2008	K-12	03/17/2009	59/65/66/63/54
Highland	305					2,779.00	\$0.00					
Shoshone	312	4	178	54		509.00	\$90,602.00	0	09/09/2008	K-12	09/01/2007	24/22/21/21
Dietrich	314	2	4			1,558.00	\$6,232.00	0	08/14/2008	1st-9th	03/27/2008	50
Richfield	316	1	28			671.00	\$18,788.00	0	08/11/2008	K-12	02/04/2008	80
Madison	321	8	1069		31	516.00	\$551,604.00	0	03/19/2009	K-7	02/24/2009	86/79/76/88/88/81/81/96
Sugar Salem	322	3	128	1		656.00	\$83,968.00	0	03/25/2009	K-12	03/28/2007	80/90/65
Minidoka Co.	331	8	801		21	771.00	\$617,571.00	0	08/18/2008	K-8	03/02/2007	137/90/126/113/115/89/84/84/84/80
Lewiston	340					878.00	\$0.00					
Lapwai	341	2	41			1,671.00	\$68,511.00	0	01/11/2009	K-12	01/11/2009	63-72
Culdesac	342	2	10			2,766.00	\$27,660.00	0	08/13/2008	K-12	10/15/2007	unsafe
Oneida	351	3	111		9	623.00	\$69,153.00	0	03/30/2008	K-12	03/27/2007	4/39/49
Marsing	363	3	100	16		793.00	\$79,300.00	0	08/13/2008	K-7	02/19/2008	65/80/50
Pleasant Valley	364						\$0.00					
Bruneau/Grandview	365					1,000.00	\$0.00					
Homedale	370	2	305	2		699.00	\$213,195.00	0	09/10/2008	K-8	09/10/2008	89/90
Payette	371	3	568		10	460.00	\$261,280.00	0	09/08/2008	K-8	02/08/2008	high
New Plymouth	372	6	71		8	721.00	\$51,191.00	0	8/11/2008	K-10	9/3/2008	65/62/78/86/65/69
Fruitland	373	2	161	11		564.00	\$90,804.00	0	03/09/2009	K-12	03/08/2008	21/21
American Falls	381	5	192		7	1,407.00	\$270,144.00	0	09/22/2008	K-8	03/12/2008	73/64/87/70/59
Rockland	382	1	23			1,017.00	\$23,391.00	0	2008	K-12	03/27/2008	85
Arbon	383					4,009.00	\$0.00					64
Kellogg	391	4	85	7		1,032.00	\$87,720.00	0	07/08/2008	K-8	01/26/2009	60/56/57/65
Mullan	392					938.00	\$0.00					
Wallace	393	2	8		11	1,111.00	\$8,888.00	0	03/16/2009	K-12	03/17/2006	51/62
Avery	394	1	1		1	4,945.00	\$4,945.00	0	10/13/2008	K-8	09/01/2007	57
Teton	401	17	112		4	792.00	\$88,704.00	0	2008	K-5	03/12/2009	47-83
Twin Falls	411	14	893	57		966.00	\$862,638.00	1	08/11/2008	K-12	03/18/2008	80/81/72/66/71/70/75/68/69/66/63/83/66/
Buhl	412	4	290		8	922.00	\$267,380.00	0	08/18/2008	K-12	03/18/2008	55/70/55/62
Filer	413	4	200	58		988.00	\$197,600.00	0	08/20/2008	K-12	03/18/2008	53/78/58/81
Kimberly	414	5	172		2	638.00	\$109,736.00	0	08/21/2008	K-12	03/24/2008	28-60
Hansen	415	3	87			637.00	\$42,679.00	0	09/15/2008	K-11	03/25/2008	103/126/115
Castleford	417	1	12		3	1,245.00	\$14,940.00	0	08/19/2008	K-12	03/18/2008	65
Murtaugh	418					1,132.00	\$0.00					

2008-2009 safety busing "cost per pupil per year" with factors obtained from 2007-2008 pupil transportation financial summary

Not filing for 08-09

STATE DEPARTMENT OF EDUCATION

JUNE 18-19, 2009

2006-2007 safety busing "cost per pupil per mile" with factors obtained from 2006-2008 pupil transportation financial summary

DISTRICT	CPM	NO. BUSES	TOTAL	STUDENTS	TOTAL	MILES	TOTAL	TRIPS	TOTAL	DAYS	TOTAL	STUDENT	TOT S/B COST
BOISE	3.36	162	544.32	5999	0.090735	1.5	0.13610	2	0.27221	180	48.99097	1804	\$88,390.53
MERIDIAN	3.8	280	1008	13438	0.075011	1.5	0.11252	2	0.22503	180	40.50603	2535	\$143,188.81
KUNA	3.32	41	136.12	1771	0.076661	1.5	0.11529	2	0.23058	180	41.50469	547	\$27,703.06
MEADOWS VALLEY	4.94	3	14.82	52	0.285000	0	0.00000	0	0.00000	0	0.00000		\$0.00
COUNCIL	2.15	7	15.05	52	0.242742	0	0.00000	0	0.00000	0	0.00000		\$0.00
MARSH VALLEY	2.84	21	59.64	819	0.095349	1.5	0.14452	2	0.28905	180	41.91179	121	\$5,071.35
POCATELLO	3.23	80	258.4	3036	0.067362	1.5	0.10104	2	0.20209	180	36.37539	1642	\$59,778.39
BEAR LAKE	3	24	72	499	0.144289	1.5	0.21643	2	0.43287	180	62.78553	123	\$7,720.16
ST. MARIES	3.42	28	88.92	443	0.200722	1.5	0.30108	2	0.60217	180	108.39007	86	\$9,213.16
PLUMMER/MORLEY	3.78	13	49.14	264	0.186136	1.5	0.27920	2	0.55841	180	100.51364	36	\$3,618.49
SNAKE RIVER	2.25	27	80.75	1063	0.057150	1.5	0.08572	2	0.17145	180	30.86077	184	\$5,678.38
BLACKFOOT	3.2	29	92.8	2195	0.042278	1.5	0.06342	2	0.12683	180	22.83007	568	\$12,967.48
ABERDEEN	2.97	12	35.84	386	0.097377	1.5	0.14807	2	0.29213	180	52.58381	163	\$8,571.13
FIRTH	2.89	13	31.07	462	0.067251	1.5	0.10088	2	0.20175	180	36.31558	149	\$5,411.02
SHELLEY	3.01	24	72.24	993	0.072312	1.5	0.10847	2	0.21694	180	39.04809	155	\$6,052.54
BLAINE CO.	3.44	31	106.64	1280	0.084825	1.5	0.12895	2	0.25790	180	45.70288	552	\$25,227.98
GARDEN VALLEY	4.4	5	22	108	0.203704	1.5	0.30556	2	0.61111	180	110.00000	6	\$660.00
BASIN	3.38	6	20.16	221	0.091222	1.5	0.13683	2	0.27367	180	49.25873	22	\$1,083.71
HORSESHOE BEND	3.97	6	23.82	137	0.173869	1.5	0.26080	2	0.52161	180	93.88905	80	\$7,511.12
W. BONNER CO.	2.77	22	60.94	702	0.086509	1.5	0.13021	2	0.26043	180	46.87692	97	\$4,312.66
Lake Pend Oreille	2.69	48	129.12	1324	0.097523	1.5	0.14528	2	0.29257	180	52.66224	281	\$14,798.09
IDAHO FALLS	4.23	60	253.8	3402	0.074603	1.5	0.11190	2	0.22381	180	40.28571	1547	\$82,322.00
SWAN VALLEY	2.52	3	7.56	58	0.130345	1.5	0.19552	2	0.39103	180	70.38821	8	\$583.09
BONNEVILLE	3.48	70	242.2	4188	0.058109	1.5	0.08716	2	0.17433	180	31.37908	3127	\$98,122.38
BOUNDARY	3.09	26	86.52	820	0.104493	1.5	0.15674	2	0.31346	180	45.45435	69	\$3,136.35
BUTTE CO.	2.5	11	27.5	178	0.156250	1.5	0.23438	2	0.46875	180	84.37500	72	\$8,075.00
CAMAS CO.	1.85	5	9.25	81	0.151639	1.5	0.22749	2	0.45492	180	81.88525	4	\$327.54
HALEPA	4.78	123	585.48	8535	0.098591	1.5	0.13439	2	0.26877	180	49.37937	2712	\$131,204.86
CALDWELL	6.02	54	325.08	3201	0.101556	1.5	0.15233	2	0.30467	180	54.84011	911	\$49,959.34
WILDER	3.4	9	17	202	0.084158	1.5	0.12634	2	0.25248	180	45.44554	135	\$6,135.15
MIDDLETON	2.49	36	89.64	1387	0.064829	1.5	0.09894	2	0.19389	180	34.89950	467	\$18,298.08
NOTUS	2.49	7	17.43	189	0.131609	1.5	0.15704	2	0.31408	180	56.64911	114	\$634,905.80
MELBA	3.22	16	51.52	339	0.151976	1.5	0.22706	2	0.45593	180	82.06726	44	\$3,610.96
PARMA	3.22	18	51.52	478	0.108235	1.5	0.16235	2	0.32471	180	58.44708	57	\$3,331.48
WALLA WEA	3.62	62	224.44	3600	0.080909	1.5	0.09148	2	0.18297	180	32.32413	1070	\$35,239.52
GRACE	2.78	12	33.36	217	0.153733	1.5	0.23060	2	0.46120	180	86.07373	34	\$2,273.71
NORTH GEN.	2.8	5	13	76	0.171053	1.5	0.25653	2	0.51316	180	92.36842	20	\$1,847.87
SODA SPRINGS	3.69	13	47.87	229	0.209476	1.5	0.31421	2	0.62843	180	91.12205	138	\$12,574.84
CASSIA CO.	2.83	63	178.29	2133	0.083586	1.5	0.12538	2	0.25078	180	45.13671	493	\$22,252.40
CLARK CO.	2.16	6	12.96	75	0.172800	1.5	0.25920	2	0.51840	180	75.16800	60	\$4,510.08
DROFONO	3.49	27	94.23	588	0.180255	1.5	0.24038	2	0.48077	180	89.71097	59	\$4,112.95
CHALLIS	3.07	14	42.98	195	0.220410	1.5	0.33062	2	0.66123	180	95.87348	34	\$3,259.87
MACKAY	2.87	7	20.09	90	0.223272	1.5	0.33483	2	0.66967	180	97.40167	30	\$2,913.05
GLENNS FERRY	2.9	12	34.8	218	0.128087	1.5	0.18913	2	0.37828	180	68.08696	232	\$15,796.17
MT. HOME	3.27	37	120.99	1232	0.098206	1.5	0.14731	2	0.29462	180	53.03133	418	\$22,167.10
PRESTON	3.55	25	88.75	1285	0.070158	1.5	0.10524	2	0.21047	180	37.88538	263	\$9,983.85
WEST SIDE	2.92	12	35.04	373	0.094194	1.5	0.14129	2	0.28258	180	50.86452	68	\$3,458.79
FREMONT CO.	3.12	32	99.84	964	0.103568	1.5	0.15535	2	0.31071	180	55.92697	278	\$15,547.70
EMMETT	3.3	33	108.9	1450	0.075103	1.5	0.11288	2	0.22531	180	40.55888	425	\$17,236.24
GOODING	4.45	12	53.4	569	0.093849	1.5	0.14077	2	0.28155	180	50.67838	267	\$13,531.13
WENDELL	3.23	8	33.84	383	0.088350	1.5	0.13253	2	0.26507	180	47.71175	66	\$3,148.98
HAGERMAN	2.87	4	10.68	113	0.094513	1.5	0.14177	2	0.28354	180	51.03717	70	\$5,572.80
BLISS	2.91	3	8.73	92	0.094891	1.5	0.14234	2	0.28467	180	51.24130	31	\$1,588.48
COTTONWOOD	2.69	11	28.59	198	0.149444	1.5	0.22417	2	0.44833	180	80.70000	67	\$5,406.90
SALMON RIVER JT	2.14	5	10.7	40	0.232609	1.5	0.34891	2	0.69783	180	125.60870	9	\$1,130.48
MOUNTAIN VIEW	3.18	35	111.3	437	0.254891	1.5	0.38204	2	0.76407	180	137.53218	124	\$17,054.11
JEFFERSON CO.	3.78	53	147.34	2766	0.053260	1.5	0.07980	2	0.15960	180	28.76486	543	\$15,819.52
RIRIE	4.23	6	25.38	857	0.071092	1.5	0.10694	2	0.21328	180	38.36992	85	\$3,293.14
WEST JEFFERSON	2.39	17	40.63	353	0.115099	1.5	0.17295	2	0.34530	180	62.15354	62	\$3,853.52
JEROME	2.95	35	103.25	1286	0.081558	1.5	0.12233	2	0.24467	180	44.04028	185	\$8,147.45
VALLEY	3.61	13	46.93	373	0.126156	1.5	0.18923	2	0.37847	180	68.12619	1	\$68.12
COEUR D'ALENE	3.52	60	211.2	2720	0.077647	1.5	0.11647	2	0.23294	180	41.92941	883	\$27,799.20
LAKELAND	2.51	54	135.54	1578	0.085894	1.5	0.12884	2	0.25768	180	46.38251	234	\$10,853.51

STATE DEPARTMENT OF EDUCATION

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DISTRICT	CPM	NO. BUSES	TOTAL	STUDENTS	TOTAL	MILES	TOTAL	TRIPS	TOTAL	DAYS	TOTAL	STUDENT	TOT S/B COST
POST FALLS	4.14	44	182.16	2366	0.076091	1.5	0.11549	2	0.23007	180	41,574.98	1250	\$51,968.72
KOOTENAI	2.78	9	25.02	182	0.154444	1.5	0.23167	2	0.46333	180	83,400.00	13	\$1,084.70
MOSCOW	4.55	23	104.65	704	0.140651	1.5	0.22296	2	0.44595	180	80,271.31	264	\$21,191.63
GENESEE	2.93	7	20.51	95	0.215805	1.5	0.32384	2	0.64768	180	116,583.16	38	\$4,430.16
KENDRICK	2.23	10	22.3	145	0.153793	1.5	0.23089	2	0.46138	180	83,048.28	3	\$249.14
POTLATCH	2.69	12	32.28	214	0.150841	1.5	0.22828	2	0.45252	180	81,454.21	76	\$6,190.52
TROY	2.94	7	20.58	150	0.137200	0	0.00000	0	0.00000	0	0.00000		\$0.00
WHITEPINE	2.42	7	16.94	134	0.128418	0	0.00000	0	0.00000	0	0.00000		\$0.00
SALMON	4.05	13	52.65	334	0.157835	1.5	0.23845	2	0.47290	180	88,571.11	138	\$9,325.67
SOUTH LEMHI	2.73	5	13.65	50	0.273000	0	0.00000	0	0.00000	0	0.00000		\$0.00
NEZPERCE	2.1	8	18.8	48	0.350000	0	0.00000	0	0.00000	0	0.00000		\$0.00
KAMIAH	3.31	9	29.79	172	0.173198	1.5	0.25930	2	0.51959	180	93,526.74	130	\$12,158.48
HIGHLAND	2.39	9	21.51	80	0.288875	0	0.00000	0	0.00000	0	0.00000		\$0.00
SHOSHONE	2.81	9	25.29	328	0.077104	1.5	0.11566	2	0.23131	180	41,635.98	178	\$7,411.20
DIETRICH	3.4	6	17	65	0.261538	1.5	0.38231	2	0.78462	180	141,230.77	4	\$504.82
RICHFIELD	2.73	5	13.65	108	0.128774	1.5	0.19318	2	0.38632	180	69,537.74	28	\$1,947.06
MADISON	3.38	51	172.38	2651	0.085025	1.5	0.09754	2	0.19507	180	35,113.24	1069	\$37,536.05
SUGAR LAKE	3.3	19	62.7	619	0.101282	1.5	0.15184	2	0.30300	180	54,697.90	128	\$7,001.33
MINIDOKA	2.33	59	137.47	2014	0.088257	1.5	0.10239	2	0.20477	180	36,858.88	801	\$29,523.97
LEWISTON	3.46	36	124.56	1417	0.087904	0	0.00000	0	0.00000	0	0.00000		\$0.00
LAPWAI	3.55	11	39.05	133	0.283609	1.5	0.44041	2	0.88083	180	158,548.87	41	\$6,500.50
CULDESAC	2.92	3	8.76	32	0.273750	1.5	0.41063	2	0.82125	180	147,825.00	10	\$1,478.25
ONEIDA	2.34	15	35.1	428	0.082009	1.5	0.12301	2	0.24803	180	35,674.07	111	\$3,959.82
MARSING	2.94	14	41.16	429	0.095944	1.5	0.14392	2	0.28783	145	41,735.68	100	\$4,173.57
BRUNEAU/GRANDVIEW	1.86	11	20.46	230	0.088957	0	0.00000	0	0.00000	0	0.00000		\$0.00
HOMEDEALE	3.27	11	35.97	815	0.058488	1.5	0.08732	2	0.17546	180	31,583.41	305	\$9,832.94
PAYETTE	3.48	15	52.2	720	0.072500	1.5	0.10875	2	0.21750	180	39,150.00	588	\$22,237.20
NEW PLYMOUTH	3.45	13	44.85	386	0.116192	1.5	0.17429	2	0.34858	180	62,743.52	71	\$1,454.79
FRUITLAND	4.02	18	72.36	657	0.110137	1.5	0.16521	2	0.33041	180	59,473.07	161	\$9,575.31
AMERICAN FALLS	3.1	21	65.1	480	0.133129	1.5	0.19969	2	0.39939	180	71,889.57	192	\$13,802.80
ROCKLAND	1.87	4	7.48	49	0.152853	1.5	0.22898	2	0.45798	180	82,432.86	23	\$1,895.95
ARBON	2.41	2	4.82	72	0.401667	0	0.00000	0	0.00000	0	0.00000		\$0.00
KELLOGG	3.7	25	92.5	681	0.135830	1.5	0.20374	2	0.40749	180	73,348.02	85	\$6,234.58
MULLAN	1.95	2	3.9	18	0.218887	0	0.00000	0	0.00000	0	0.00000		\$0.00
WALLACE	3.98	12	47.88	302	0.158543	1.5	0.23781	2	0.47563	180	85,613.25	8	\$694.91
AVERY	3.74	5	18.7	34	0.550000	1.5	0.82500	2	1.65000	180	297,000.00	1	\$297.00
TETON	2.37	13	30.81	695	0.044331	1.5	0.06650	2	0.13299	180	23,038.71	112	\$2,681.13
TWIN FALLS	4.25	41	174.25	1554	0.112120	1.5	0.16819	2	0.33639	180	60,850.18	893	\$54,071.32
BURIE	3.13	16	50.08	495	0.101172	1.5	0.15178	2	0.30352	180	54,632.73	290	\$15,043.49
FILER	2.34	12	28.08	390	0.072000	1.5	0.10800	2	0.21600	180	38,880.00	200	\$7,776.00
KIMBERLY	3.54	15	53.1	425	0.124941	1.5	0.18741	2	0.37482	180	67,489.24	172	\$11,604.54
HANSEN	1.88	6	11.16	134	0.083284	1.5	0.12493	2	0.24985	180	44,973.13	67	\$3,013.20
CASTLEFORD	2.93	5	14.65	127	0.115384	1.5	0.17303	2	0.34606	180	62,291.34	12	\$747.50
MURTAUGH	2.7	7	18.9	118	0.182931	0	0.00000	0	0.00000	0	0.00000		\$0.00
MCCALL/DONNELLY	3.7	19	70.3	388	0.182124	1.5	0.27319	2	0.54637	180	98,347.15	173	\$17,014.08
CASCADE	2.49	4	9.96	70	0.142286	1.5	0.21343	2	0.42686	180	76,334.29	13	\$985.65
WEISER	3.2	18	57.6	602	0.095681	1.5	0.14852	2	0.28704	180	51,667.77	548	\$28,313.94
CAMBRIDGE	2.38	5	11.8	53	0.222642	1.5	0.33966	2	0.66792	180	120,226.42	6	\$721.86
MIDVALE	2.15	3	6.45	50	0.129000	1.5	0.19350	2	0.38700	180	89,880.00	17	\$1,184.22
Victory Charter	3.77	8	30.16	137	0.220146	1.5	0.33022	2	0.66044	180	95,763.50	11	\$1,053.40
Compass Public Charter	3.75	3	11.25	174	0.064055	1.5	0.09698	2	0.19397	145	28,125.00	16	\$450.00
Falcon Ridge	2.59	5	12.95	169	0.231250	1.5	0.34688	2	0.69375	180	100,593.75	50	\$5,029.89
Liberty Charter	2.73	8	29.76	244	0.595200	1.5	0.89280	2	1.78560	180	258,912.00	14	\$3,624.77
Garden Community Charter	2.72	4	8.88	44	0.634286	1.5	0.95143	2	1.90286	180	342,514.29	18	\$6,165.26
Xavier Charter	2.88	3	8.64	92	0.480000	1.5	0.72000	2	1.44000	180	259,200.00	56	\$14,515.20
Vision Charter	3.8	4	15.2	126	0.271429	1.5	0.40714	2	0.81429	145	118,071.43	15	\$1,771.07
White Pine Charter	3.37	2	6.74	105	0.449333	1.5	0.67400	2	1.34800	180	242,640.00	86	\$20,667.04
Blackfoot Com. Charter	4.11	2	8.22	78	0.549000	1.5	0.82200	2	1.64400	145	238,380.00	3	\$715.14
North Star Public Charter	4.18	6	25.08	201	8.380000	1.5	12.54000	2	25.08000	180	4514,400.00	11	\$49,858.40
Thomas Jefferson Charter	2.87	5	14.35	211	1.304545	1.5	1.95682	2	3.91364	180	704,454.55	27	\$19,020.27
Idaho Arts Charter	3.26	7	22.96	276	2.087273	1.5	3.13081	2	6.26162	145	807,963.64	44	\$39,850.40
Upper Cammen Charter	4.44	2	8.88	36	0.328889	1.5	0.49333	2	0.98667	180	177,800.00		\$0.00
TOTALS	639.54	2742	10998.2	104973	40.721338	189.5	34.25079	228	115.22880	19495	19950.13797	34089	\$2,318,391.56

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STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009

SUBJECT

Adjusted Trustee Zones for Arbon Elementary School District

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-313, Idaho Code

BACKGROUND/DISCUSSION

Section 33-313 of Idaho Code prescribes the procedure for adjusting trustee zones for school districts. The Arbon Elementary School District Board of Trustees has submitted the required documents and prepared a proposal which is submitted to the State Board of Education. The responsibility of the State Board of Education is to approve or disapprove the proposal for the adjusted trustee zones.

In order to balance the number of adults in each zone eligible to serve on the school board, Arbon Elementary School District is requesting an adjustment to their trustee zones. As explained in the letter from the Board of Trustees, the current zone boundaries are difficult to discern and the imbalance of eligible adults in the small population is making it difficult to fill positions on the board. This proposal would adjust the trustee zone boundaries to shift nine adults and equalize the representation between zones.

ATTACHMENTS

Attachment 1 – Letter from Arbon Elementary School District	Page 3
Attachment 2 – Proposed Trustee Zone Boundary Legal Descriptions	Page 5
Attachment 3 – Map of Proposed Trustee Zones	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the adjusted trustee zones for the Arbon Elementary School District as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009

ARBON ELEMENTARY
SCHOOL DISTRICT #383

4405 ARBON VALLEY HIGHWAY, ARBON, IDAHO 83212, 208-335-2197 (VOICE), 208-335-2197 (FAX)

May 15, 2009

Idaho State Board of Education

Dear Board President and Members,

The purpose of this letter is to submit a request to redefine and change trustee zone boundaries in the Arbon Elementary School District in Arbon, Idaho, located southwest of Pocatello, Idaho, in Power County. This request is submitted at the request of the Arbon District #383 Board of Trustees, with Jason Williams serving as Board Chair.

Historical Background

When Arbon's school was first consolidated, it combined several schools that had been formed around the valley according to the original settlements and communities. Arbon's population at this time is about 95 adults. In a district with low population such as ours, zone boundaries can be of utmost importance, as there are not many adults to choose from to fill positions of service on the board.

Reasons for Change

1. The current zone boundaries are confusing. One boundary runs through the middle of a farm field. It is very hard for even board members to know where the zone boundaries are.
2. The current zone boundaries also create an imbalance in the number of adults from each zone who are eligible to serve on the board, which this is an important consideration in an area with such low population.

Current Status

After a review of Idaho Code and consultation with legal counsel, this proposal to change zone boundaries is now being submitted. With the proposed boundary change of Trustee Zone #1 (Crystal), approximately six adults would be shifted from Zone #2 (Pauline) to Zone #1. Another three adults would be shifted from Zone #3 (Arbon) to Zone #2, thereby equalizing representation between zones.

This boundary change will also clear up the border between the original Fort Hall Reservation border on our north, and the current Fort Hall Reservation border. This change will also allow us to make boundaries that follow current roads so that the three zone boundaries will be more delineated and identifiable.

Attached is a copy of the Zone Trustee Map, the proposed boundary change alignment, and accompanying legal descriptions. Thank you for your consideration in this matter.

Sincerely,



Jason Williams, School Board Chairman

Twain Hayden, Trustee
Melinda Campbell, Trustee

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**STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009**

Proposed Trustee Zone Boundary Legal Descriptions

Zone 1 (Crystal Zone)

That portion of the district lying North of Latitude 42° 34' 20".

This could also be described as the south border of Sec 1 through 6 Township 10S.

This is the section line that is the south border of the Fort Hall Indian Reservation and the boundary between that Reservation and the Pauline area.

Zone 2 (Pauline)

That portion of the district lying South of Latitude 42° 34' 20" (See description above), and North of Latitude 42° 31' 3.5" (See description under Zone 3).

Zone 3 (Arbon)

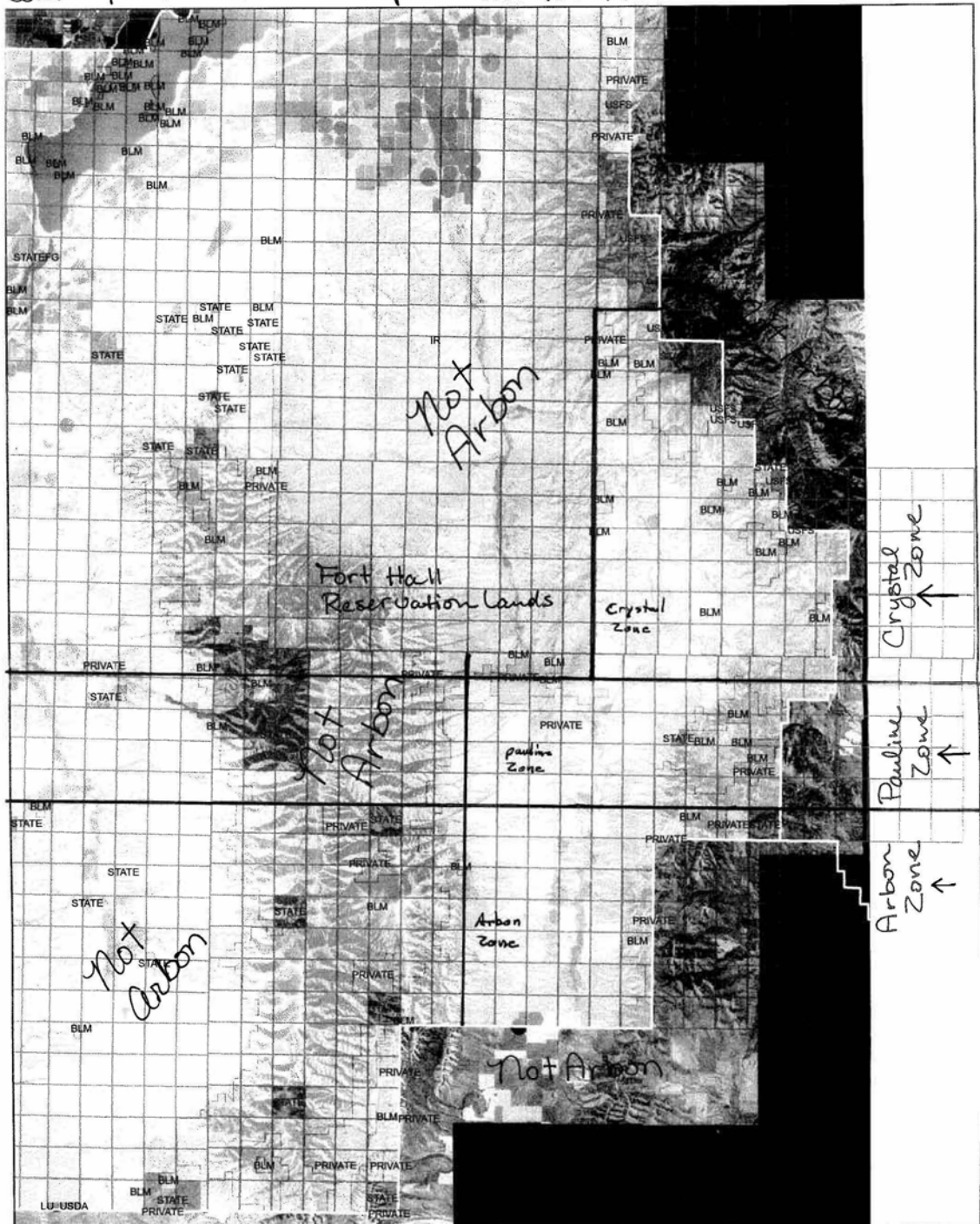
That portion of the district lying South of Latitude 42° 31' 3.5".

This could also be described as the north border of Sec 31 through 36 Township 10S. Knox Canyon Road runs along this border.

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STATE DEPARTMENT OF EDUCATION
JUNE 18-19, 2009

Harbon Elementary #505
Zone boundary change request Topo Map
Contact person: Melinda Campbell 208-705-7466 or 208-335-2187
29 May 2009



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Feet



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