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SUBJECT

Boise State University – New Graduate Program – Full Proposal – Master in Chemistry

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8.
Section 33-3717, Idaho Code

BACKGROUND

In accordance with Board policy III.G.5.a.(2) and (3), The Chief Academic Officer shall forward program requests to the CAAP for its review and recommendation. If CAAP recommends approval, the proposal shall be forwarded to the Board for action. A request for a new graduate program requires a full proposal.

DISCUSSION

Boise State University proposes a new program leading to the degree of Master of Science in Chemistry. The proposed program will be offered through the Department of Chemistry and Biochemistry in the College of Arts and Sciences.

The MS Chemistry degree is designed to serve two types of students: (i) those interested in pursuing a research-based and/or academic career in chemistry and will be seeking preparation to pursue a doctoral degree at a major university and (ii) those interested in a career as a professional chemist and will be seeking appropriate applied coursework and practical research based experience. Note that the new program will provide an advanced degree option in chemistry to meet the needs of students who otherwise must relocate to pursue graduate education in chemistry.

The MS Chemistry degree will also provide a benefit to numerous companies, agencies, and school systems that need workers or teachers with an advanced degree in Chemistry. Several examples include the following:

- Local industry makes use of chemists in quality control, in environmental protection efforts, in research and development, and in product manufacture.
- Local medical research institutions, such as the VA Medical Center and the Mountain States Tumor Institute, hire chemists.
- Governmental agencies such as the Department of Environmental Quality (DEQ) and the Idaho State Police Forensics Lab, make use of chemists. Ensuring the environmental quality of the air, water, and land in Idaho requires chemists, especially those with analytical chemistry training. Forensics labs require chemists with expertise in analytical chemistry.
- Teachers at local schools must continue their education in their fields, and those who teach chemistry would benefit from the availability of graduate-level coursework.

The creation of a new MS Chemistry program will facilitate the research efforts of our faculty and our students.

- The presence of graduate students will enable faculty members and their graduate students to be more productive in their research and to pursue research projects of increased complexity. Present research projects include: (i) development of a vaccine for West Nile Virus, (ii) new materials for non-volatile memory devices for use in satellites and space vehicles, (iii) drugs for reducing the cardiotoxicity of chemotherapy drugs, (iv) compounds capable of binding to the DNA of tumor cells, (v) sensors for detecting uranium, plutonium, thorium, mercury, arsenic in ground water, and (vi) molecular tweezers for binding transition metal ions.
- The existence of a graduate program in Chemistry will enable the Department of Chemistry and Biochemistry to provide additional research opportunities for undergraduate students. Research experience has proved to be very valuable to those students in helping them to enter graduate and professional schools.

The need for a new program was made apparent by information from several sources: (i) there have been a number of direct inquiries to the department and faculty from students expressing their interest and desire to pursue graduate studies in the Boise area, (ii) student support for the program is indicated by a number of letters of support, and (iii) Private-sector companies in the Boise area that hire chemists were queried and are supportive of the program. The following are three quotes from letters of support:

> *"A Master's Program in Chemistry would produce scientists to populate the research laboratories throughout the Treasure Valley. As Chief of Cardiovascular Pharmacology at the Boise VA Medical Center, I know how large the impact would be on our research programs if we could hire scientists newly trained at the Masters level"*, Dr. Rick Olson, Associate Director MSTMRI and Chief of Cardiovascular Pharmacology at the Boise VA Medical Center.
>
> *"A Master's degree in chemistry can provide a strong general problem-solving background that would allow workers to easily adapt to the semiconductor field"*, Robert Beal, Operation Manager, Micron Business Unit, KLA-Tencor.
>
> *"I am in favor of anything BSU is doing to provide graduate Chemistry programs. The better programs they have, the more opportunities we have for our employees and the more opportunities for Micron to hire the people"*, Lori Freeman, Micron Analytical Chemistry Lab Manager

Although the proposed program is similar in content to those offered by UI and ISU, the proposed program is designed to serve the southwest Idaho region. A

number of prospective students are tied to the area for reasons of employment and family, and cannot relocate to attend graduate school.

The proposed program fits well with the role and mission of Boise State as specified by the SBOE:

> Boise State University *"**offers a variety of masters** and select doctoral **degrees**" and "**conducts coordinated and externally funded research studies.**"*
>
> *"Boise State University is a comprehensive, urban university **serving a diverse population through** undergraduate and **graduate programs, research,** and state and regional public service."*
>
> *"…Boise State University will give continuing emphasis in the areas of the health professions, the **physical** and biological **sciences,** and education…"*

The proposed program also contributes to the strategic plan for Boise State University, *Charting the Course*, which has a major focus on *"…graduate programs that have groundbreaking applications locally, regionally, and globally."* Among the strategies that Boise State University will pursue to achieve its goals, also outlined in Charting the Course, are those that (i) "reward, promote, and publicize student and faculty success in research…," (ii) "promote and reward research in and with the community," and (iii) *"secure funds for sponsored research activity."* Through the proposed program, faculty and students in the Department of Chemistry and Biochemistry will actively engage in all of these strategies.

IMPACT

	FY 2010	FY 2011	FY 2012
Expenditures			
A. Personnel	$171,548	$253,199	$290,451
B. Operating Expenditures	$13,000	$6,000	$6,000
C. Capital Outlay	$339,975	$27,975	$27,975
D. Physical Facilities			$10,000
E. Indirect Costs	$0	$0	$0
Total Expenditures	$524,523	$287,174	$324,426
Revenue			
A. Source of Funds			
1. Appropriated funds -- Reallocation	$479,685	$194,345	$204,301
2. Appropriated funds -- New MCO	0	0	0
3. Federal funds	$44,838	$92,829	$120,125
4. Other grants	0	0	0
5. Fees	0	0	0

6. Other:	0	0	0
Total Revenues	$524,523	$287,174	$324,426
B. Nature of Funds			
1. Recurring*	$205,523	$287,174	$324,426
2. Non-recurring**	$319,000		
Total Revenues	$524,523	$287,174	$324,426

The Department of Chemistry and Biochemistry has made numerous changes in the delivery of undergraduate curriculum to more efficiently and more effectively deliver courses, thereby freeing up resources to devote to this important new program.

Personnel costs include (i) reallocation of workload of existing faculty members and existing administrative personnel, (ii) the addition of a total of 7 new graduate assistantships, (iii) funds for a program director, and (iv) reallocation of faculty time to the new program. The implementation of the new program requires additional operating expenses in travel and miscellaneous.

The library costs assignable to the proposed program will require an additional $29,975 annually to maintain an existing database at the new degree level. Capital outlay also includes funds for the startup of a new faculty member.

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

ATTACHMENTS

Attachment 1 – Full Proposal including letters of support Page 5

STAFF COMMENTS AND RECOMMENDATIONS

BSU's request to offer a new Master of Science in Chemistry is consistent with their Statewide Mission and with their Eight-year Plan for Delivery of Academic Programs in the Southwest Region. IRSA, CAAP, and Board staff recommend approval as presented in Attachment 1.

BOARD ACTION

A motion to approve the request by Boise State University to offer a Master of Science in Chemistry.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Institution Tracking No. **08-0002**

IDAHO STATE BOARD OF EDUCATION

ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION

FULL PROPOSAL

to initiate a

NEW, EXPANDED, COOPERATIVE, DISCONTINUED, PROGRAM COMPONENT OR OFF-CAMPUS INSTRUCTIONAL PROGRAM OR ADMINISTRATIVE/RESEARCH UNIT

Submitted by:

Boise State University

Institution Submitting Proposal

College of Arts and Sciences

Name of College, School, or Division

Department of Chemistry and Biochemistry

Name of Department(s) or Area(s)

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

Masters of Science in Chemistry 40.0501

Degree/Certificate & 2000 CIP

Program Change, Off-Campus Component

Spring 2010

Proposed Starting Date

This proposal has been approved by:

Chief Fiscal Officer (Institution) — Date 9/16/09

Chief Academic Officer (Institution) — Date 9/11/09

President — Date 9/22/09

SBOE/OSBE Approval — Date

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

To contribute to the university's strategic vision to become a Metropolitan Research University of Distinction, the Department of Chemistry and Biochemistry proposes to implement a new on-campus graduate program leading to the degree of Master of Science in Chemistry as detailed below:

The specific academic aims of the new program will be:
1. Provide an advanced degree in chemistry for the Boise metropolitan area and Southwest Idaho to ensure a highly trained workforce.
2. Provide an advanced degree option in chemistry to meet the needs of students who otherwise must relocate to pursue graduate education in chemistry.
3. Provide a unified and predictable set of graduate course offerings in chemistry that will be of utility to our students, the department, and the rest of the university.

The specific research aims of this effort will be:
1. To increase the overall research profile in chemistry.
2. To specifically enhance the department's strength to support the study of materials science and of the chemical/biochemical processes of disease and disease treatment.
3. To establish a graduate culture within the department to ensure full and efficient participation of chemistry faculty in the university's planned PhD programs in science and engineering, and to contribute to the university's emphasis on interdisciplinary research.

The Department of Chemistry and Biochemistry has 12 tenured or tenure-track faculty members, ten of which are research-active and maintain externally-funded research programs. This makes the Department of Chemistry and Biochemistry the fourth largest research department at Boise State University. We currently have funded research grants with about $700,000/year in direct and indirect costs and over $800,000/year in pending grants. Consistent with this research activity, all undergraduate chemistry majors are required to take a minimum of one year of research with nearly all students electing to begin research in their sophomore or junior year.

The addition of a graduate program in chemistry is expected to have a synergetic effect on the total science and engineering research efforts of the university. Chemistry is often referred to as "the central science," so that having a strong research program in chemistry is essential in establishing overall excellence in research activities in science and technology.

2. Quality– this section must clearly describe how this institution will ensure a high quality program. It is significant that the accrediting agencies and learned societies which would be concerned with the particular program herein proposed be named. Provide the basic criteria for accreditation and how your program has been developed in accordance with these criteria. Attach a copy of the current accreditation standards published by the accrediting agency.

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

Specialized Accreditation: Although there is no discipline-specific accrediting body for graduate studies in chemistry, the Department of Chemistry and Biochemistry is accredited by the American Chemical Society for its undergraduate degree program. Those same high standards will be applied to the proposed graduate program.

Curriculum Design: The curriculum for the proposed program will be consistent with those found in similar chemistry programs throughout the nation. The program will require a total of 30 credits, including a thesis representing original research that is defended in a public setting before the members of the student's supervisory committee.

Program Review: Internal program evaluations will take place every five years as part of the normal departmental review process conducted by the Office of the Provost. This process requires a detailed self study (including outcome assessments) and a comprehensive review and site visit by external evaluators.

Graduate College: The proposed program will conform to all policies and procedures of the Graduate College, which is a member of the Council of Graduate Schools (Washington, D.C.), the leading authority on graduate education in the United States.

In addition to the formal manifestations of quality listed above, the departmental chairs of chemistry at Boise State University, Idaho State University, and the University of Idaho have indicated their willingness to collaborate (for example, a faculty member from outside a student's home university could serve as a member of a supervisory committee). This collaboration is endorsed by Boise State University as an excellent means for providing stronger ties among Idaho's three public universities offering programs in chemistry. Additionally, a senior member at Micron stated that a number of Micron scientists also would volunteer to serve as members of supervisory committees in those cases where Micron employees can supply appropriate expertise, thereby providing a strong tie to local industry.

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

The Master of Science in Chemistry program is meant to provide students with advanced training in modern chemical research methods. The program also is designed to provide every student with a core chemistry foundation while maintaining course work flexibility. Table 1 lists the degree requirements. For the proposed two-year degree each student will be required to take 30 credits of course work and research. Every student will take Chem 500 Research Methods in Chemistry and Biochemistry during their first semester. They will then take three graduate chemistry courses, each from a different sub-discipline of chemistry (Analytical, Biochemistry, Inorganic, Organic, and Physical). One of these courses will be in their research area while the other two will be in other chemistry sub-disciplines of their choosing. Every student will also take a minimum of two additional elective graduate courses as well as participate in a weekly seminar course.

Table 1: Degree Requirements for Master of Science in Chemistry

Master of Science in Chemistry	
Course Number and Title	Credits
Core Courses	
Chem 500 Research Methods in Chemistry and Biochemistry	1
One course each from three different subdisciplines of Chemistry except for Chem 580-589 and Chem 597	9
Chem 598 Seminar	4
Elective Courses	
Additional coursework from the Department of Chemistry and Biochemistry	3
Any 500 or 600 Science, Math or Engineering electives as approved by the supervisory committee	3
Preliminary Examination	
Chem 600 (Thesis Proposal Defense)	1
Culminating Activity	
Chem 593 Thesis	9
TOTAL	30

Graduate Chemistry Curriculum
Chemistry Course Offerings

CHEM 500 RESEARCH METHODS IN CHEMISTRY AND BIOCHEMISTRY (1-0-1) (F)
An introduction to project planning, literature assessment, report writing, and data management.

CHEM 501 ADVANCED INORGANIC CHEMISTRY (3-0-3) (S)
Atomic structure, molecular structure using valence bond and molecular orbital theories, elementary group theory, transition metal coordination chemistry, acids and bases, descriptive transition and non-transition metal chemistry. PREREQ: CHEM 322 or PERM/INST.

CHEM 507 PHYSICAL ORGANIC CHEMISTRY (3-0-3) (S) (ALTERNATE YEARS)
Mechanisms of organic chemical reactions, stereochemistry, and conformational analysis. The important types of organic reactions are discussed. Basic principles are emphasized; relatively little attention is paid to the scope and synthetic applications of the reactions. PREREQ CHEM 309 and CHEM 322 or PERM/INST.

CHEM 508 SYNTHETIC ORGANIC CHEMISTRY (3-0-3) (F) (ODD YEARS)
The scope and limitations of the more important synthetic reactions are discussed within the framework of multistep organic synthesis. PREREQ: CHEM 309 or PERM/INST.

CHEM 509 INTRODUCTION TO POLYMER CHEMISTRY (3-0-3) (F) (EVEN YEARS)
An introduction to the concepts of polymer synthesis, characterization, structure, properties, and basic fabrication processes. Emphasis is on practical polymer preparation, on the fundamental kinetics and mechanisms of polymerization, and on structure-property relationship. PREREQ: CHEM 309 or PERM/INST.

CHEM 510 ORGANIC POLYMER SYNTHESIS (3-0-3) (S) (ALTERNATE YEARS)
A study of the synthesis and reactions of polymers. Emphasis is on practical polymer preparation and on the fundamental kinetics and mechanisms of polymerization reactions. Topics include: relationship of synthesis and structure, characterization of polymer structure, step-growth polymerization, chain-growth polymerization via radical, ionic and coordination intermediates, copolymerization. PREREQ: CHEM 309 or PERM/INST.

CHEM 511 ADVANCED ANALYTICAL CHEMISTRY (3-0-3) (F).
Stoichiometry involved in separations and instrumental methods of analysis. The course will be flexible in nature to adapt to the varied background of the expected students. PREREQ: CHEM 322 and CHEM 212.

CHEM 521 QUANTUM CHEMISTRY (3-0-3) (F) (ODD YEARS)
Formal introduction to quantum mechanics, Dirac notation, angular momentum and operator algebra. Emphasis will be placed on electronic structure theory, reaction mechanisms and the use of modern quantum chemistry theoretical packages. PREREQ: CHEM 322 or PHYS 309 or PERM/INST.

CHEM 522 SPECTROSCOPY (3-0-3) (DEMAND)
Concepts and practical usage of modern chemical spectroscopic techniques, including electronic absorption, infrared/Raman, X-Ray/EXAFS, magnetic resonance and magnetic circular dichroism. Emphasis will be placed on the application of these techniques to the structure/function characterization of chemical and biochemical systems. PREREQ: CHEM 521 or PERM/INST.

CHEM 523 CHEMICAL KINETICS (3-0-3) (F) (EVEN YEARS)
A comprehensive study of the role of quantum chemistry and thermodynamics in chemical reactions. Emphasis will be placed on determining reaction coordinates and transition states. Extensive use will be made of modern computational chemical computer programs for calculating potential energy surfaces and transition states. PREREQ: CHEM 322 or PERM/INST.

CHEM 551 BIOINORGANIC CHEMISTRY (3-0-3) (S) (EVEN YEARS).
Exploration of the vital roles that metals play in biochemical systems. Emphasis is on transition metals in biology. Course will focus on structural, regulatory, catalytic, transport and redox functions of bioinorganic systems. PREREQ: CHEM 322 or PERM/INST.

CHEM 560 INTRODUCTION TO NMR SPECTROSCOPY (1-3-2) (DEMAND). This course will instruct students on the theory and practice of one- and two-dimensional NMR spectroscopy. Emphasis will be placed on using the NMR spectrometer to solve a variety of chemical and biological problems. PREREQ: CHEM 322 or PERM/INST.

CHEM 561 INTRODUCTION TO MOLECULAR MODELING AND COMPUTATIONAL CHEMISTRY (1-3-2) (DEMAND). Overview of modern computational chemistry. Use of computational chemistry tools and their application to problems of chemical and biological interest. PREREQ: CHEM 322 or PERM/INST.

Biochemistry Course Offerings

BCHM 510 ADVANCED PROTEIN CHEMISTRY (3-0-3) (S) (EVEN YEARS).
An in-depth study of proteins that focuses on amino acid chemistry, protein structure, protein folding, and protein function. This course will discuss modern methods of protein characterization and the use of bioinformatics in understanding the chemistry/function of proteins. Given the recent developments in the proteomics, several of the high-throughput approaches to identifying proteins assessing function will also be investigated. Extensive use of primary literature is expected. PREREQ: CHEM 433 and CHEM 322 OR PERM/INST.

BCHM 511 NUCLEIC ACID METABOLISM (3-0-3) (DEMAND).
An in-depth study of the metabolism of both DNA and RNA at the molecular/mechanistic level. This course will cover the mechanisms DNA replication, transcription, translation, transposition and repair, as well as those for RNA splicing, catalysis, silencing and interference RNA. Bioinformatics approaches and modern techniques for studying DNA/RNA and their interactions with proteins will be discussed. Extensive use of primary literature is expected. PREREQ: CHEM 433 or PERM/INST.

BCHM 512 INTERMEDIARY METABOLISM (3-0-3) (DEMAND).
An investigation into several anabolic, catabolic, and signaling processes in the cell. Special attention will be given to molecular mechanisms and regulation. Extensive use of primary literature is expected. PREREQ: CHEM 433 or PERM/INST.

BCHM 513 ADVANCED ENZYMOLOGY (3-0-3) (S) (ODD YEARS).
A deeper look into the catalytic and kinetic mechanisms of enzymes. Modern methods for studying enzymes will be included as well as learning strategies for studying steady state and transient enzyme kinetics. Extensive use of primary literature is expected. PREREQ: CHEM 433 and CHEM 322 or PERM/INST.

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

Ten official faculty members (tenured and tenure-track) from the Department of Chemistry and Biochemistry will participate in the program. All ten faculty members are active researchers, have published extensively in national and international journals, and have received funding of their research through grants and contracts. The official faculty participants are as follows:

Clifford LeMaster, Ph.D., University of California, Davis, 1988, Professor. Physical Chemistry, Gas-phase nuclear magnetic resonance spectroscopy and the verification of ab initio calculations using experimental data.

Dale Russell, Ph.D., University of Arizona, Tucson, 1985, Professor. Analytical Chemistry, Analytical electrochemistry; electrokinetic methods and environmental analysis.

Don Warner, Ph.D., University of Michigan, Ann Arbor, 2002, Assistant Professor. Organic Chemistry, Organic synthetic methodology; synthesis of biologically active natural products, Synthesis and study of DNA crosslinking agents.

Eric Brown, Ph.D., Oregon State University, Corvallis, 2002, Assistant Professor. Inorganic Chemistry, Bioinorganic chemistry; synthetic modeling of metalloprotein active sites.

Henry Charlier, Ph.D., Medical College of Wisconsin, 1997, Associate Professor. Biochemistry, Protein chemistry, enzymology, and drug design/development. Research pertaining to cancer chemotherapy and chemical weapons decontamination.

Kenneth Cornell Ph.D., Oregon Health Sciences University, Portland, 1997, Assistant Professor. Biochemistry, Sulfur biochemistry of microbes and plants, Molecular vaccines for infectious disease, Development of forensic reagents, Development of antimicrobials/ herbicides targeting quorum sensing / methionine salvage pathways,

Development of antimicrobial impregnated medical devices, Metabolism of farnesol and farnesal in human and microbial cells.

Jeunhoon Lee, Ph.D., University of Connecticut, 2005. Assistant Professor, Organic Chemistry. Synthesis and fabrication of nanoparticles, investigation of fundamental physical and optical properties of nanoparticles, and methodologies of assembly of nanoparticles into functional structures.

Owen McDougal, Ph.D., University of Utah, Salt Lake City, 1998. Assistant Professor, Organic Chemistry, Biomedical research of neurotoxins; biomass fuel briquettes; chemical education through spectroscopy and green chemistry.

Biochemistry Position, currently in the hiring process with an expected start date of Fall 2009

Physical Chemistry Position, currently in the hiring process with an expected start date of Fall 2010

The addition of a full-time Assistant Professor specializing in biochemistry will assist in teaching two graduate/undergraduate courses per semester. In addition, this research position will increase the opportunities for students requesting studies in the biochemistry/biomolecular area. Over half of the students in the chemistry department at the undergraduate level seek research in biochemistry and we would expect this same trend in a graduate program. This new position will also support the eventual development of an interdisciplinary doctoral program in biomolecular science.

The FTE assignments of the official faculty are given in the following table:

Regular Faculty	**Expertise**	**Teaching Responsibility in Graduate Program**
Owen McDougal	Organic Chemistry	0.07 FTE
New Hire	Physical Chemistry	0.18 FTE
Eric Brown	Inorganic Chemistry	0.10 FTE
Don Warner	Organic Chemistry	0.18 FTE
New Hire	Biochemistry	0.18 FTE
Henry Charlier	Biochemistry	0.08 FTE
Ken Cornell	Biochemistry	0.08 FTE
Jeunhoon Lee	Organic	0.08 FTE

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

Students matriculating into the proposed programs will primarily be of two types. Those interested in pursuing a research-based and/or academic career in chemistry will be seeking preparation to pursue a doctoral degree at a major university. Those interested in a career as a professional chemist will be seeking appropriate applied coursework and practical research based experience. Students who matriculate will have undergraduate degrees in chemistry.

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

Personnel

Two full-time administrative assistants, two stockroom personnel, Computer Learning Center Coordinator, full-time department accountant, and work-study staff provide support to the department and the faculty. The creation of the proposed graduate program will increase the responsibilities of the staff, but the recent addition of the second administrative assistant will make it possible for the staff to accomplish the extra work. Because of the department's long history of grant and contract activity, the department is competent in grants accounting. Recent additions of support staff at the department and college levels also should help the department meet any additional accounting needs. Assistance to faculty members will be provided by the addition of graduate teaching assistants and also through graduate research assistants funded through grants and contracts. Teaching assistants will provide assistance to Faculty in the lecture courses by grading assignments/examinations and will provide students with additional office hours. Teaching assistants will also teach undergraduate laboratory courses enabling Faculty to teach graduate class. Organic course capacity will be increased with the help received from teaching assistants and allow the use of the single large lecture format.

Facilities

Computer Learning Center - The Chemistry Department possesses a networked laboratory that is dedicated for use by students enrolled in chemistry courses. This computer lab contains 48 workstations for general student and research use, as well as several servers assigned to computational chemistry, spectral analysis, web services and e-mail services.

General Laboratories - The Chemistry Department's laboratories are located primarily on the third floor of the Science and Nursing building. There are four 24-student general chemistry laboratories, two 18-student organic chemistry laboratories, one 18-student analytical chemistry laboratory, two laboratories dedicated to upper division and research, and numerous other research laboratories.

Research Laboratories – Each faculty member conducting research has dedicated laboratory space with appropriate facilities to conduct research in their discipline.

Other Resources - The College of Arts and Sciences maintains an instrument repair/machine shop. The Simplot-Micron Instructional Technology Center provides media support including film production and satellite television. Other Boise State University departments conducting research relating to Chemistry include Biology, Engineering, Geosciences, Math and Computer Science, and Physics. Federal and state government laboratories in Boise and vicinity conducting research or work relating to Chemistry include the Veterans Affairs Hospital and Research Center, State of Idaho Laboratories, including the Agriculture Department's labs, the Health and Welfare Department lab, the Transportation Department's Material Testing lab, and the State Police Crime lab. MSTI (Mountain States Tumor Institute) is a privately endowed institution supporting basic and applied research. Private industries in Boise and vicinity conducting research or work relating to chemistry include the many branches of Micron, and Hewlett-Packard. There are also machine shops, glass blowing shops, and analytical laboratories in the Boise area.

Instrumentation and Equipment

In addition to the computer equipment mentioned above, virtually all departmental instruments are interfaced to modern computers and associated software. A summary of departmental instrumentation follows. Numbers in parenthesis (#) indicate more than one instrument exists.

Instrument	**Models/Descriptions**
Atomic Absorption Spectrometer	Thermo Elemental Solar AAS with graphite furnace and cold vapor capabilities
Autoclave	Harvey Sterile Max Steam Sterilizer
Bomb Calorimeter	Parr plain jacket oxygen
BSLII Cell Culture Hoods	Nuare Cell Culture Hood (2)
Capacitance Manometers	MSK 127A-head PDR-C-2C, digital readout (2)
Cell disrupters	1. Misonix Sonicator 3000 2. Heat Systems Sonicator Ultrasonic Processor
Chromatography Refrigerators	Fisher Isotemp (2)
CO_2 Incubator	Nuare DHD Autoflow CO2 Air-Jacketed Incubator
Electron Paramagnetic Spectrometer	Bruker ESP 380E CW Pulsed Electron Paramagnetic Spectrometer
Field Flow Fractionation	Flow, Thermal, and Electrical
Gas Chromatographs	1. Hewlett-Packard 5890 (3) 2. Hewlett-Packard 5730A
Glove Box	Mbraun Unilab Glove Box
Imagining System	UVP Multidocit Imaging System
Incubator Shakers	1. New Brunwick Scientific C24 Incubator Shaker 2. Lab-Line Orbit Environ-Shaker

IR Spectrometers	1. Galaxy series model 6020 FTIR 2. Thermo Nicolet Nexus 670 FTIR E.S.P.
IR Spectrometer Modules for the Thermo Nicolet Nexus 670 FTIR	1. Thermo Nicolet FT-RAMAN Module 2. Thermo Spectro-Tech Continumm IR Microscope
Lasers	1. Spectra Physics femtosecond system 2. Nitrogen PTI PPL 2300 and dye PTI PL201 with A/D interface 3. Optic tables 4. Calibration peripherals
Light Scattering	1. Wyatt Dawn DSP Multi-Angle Light Scattering 2. Precision Dynamic Light Scattering 3. Wyatt MiniDawn
Liquid Chromatographs	1. Agilent 1100 Series with auto-sampler, quad-gradient elution pump, degas module fluorescence and UV/Vis photodiode array detectors 2. Dionex Ion Chromatograph with Dionex gradient elution pumps (2), Dionex SRS controllers (2), Dionex Conductivity detectors (2), and an eluent degas module
Mass Spectrometers	1. Hewlett-Packard Model G1800A GCD system
Microcalorimeter:	Microcal VP-ITC Microcalorimeter
Microplate Readers:	1. Varian Cary 50 MPR 2. Millipore Cytofluor 2350 3. BioTek Synergy HT
Nuclear Magnetic Resonance Spectrometer	Varian Mercury 300, coupled with a Sun Blade 1500 workstation, broadband probe, and pulsed field gradients
Polargraphic Analyzer	1. EG&G Princeton Applied Research Model 384D 2. ECO Inc. components
Polarimeter	Jasco P-2000
Potentiostats/Galvanostats	1. Solartron 1280B Electrochemical Workstation 2. EG&G PAR model 263 3. EG&G PAR model 273A
Refrigerated Centrifuges	1. Sorvall Evolution RC with SLA-3000 & SS34 rotors 2. Beckman L8-70M Ultracentrifuge with Type 45 Ti and SW 28 rotors
Solvent purification system	Custom built in-house and is used for CH_3CN, THF, CH_2Cl_2, and ether
Spectrofluorometer	1. Varian Cary Eclipse with PCB 150 water Peltier system 2. Olis DM 45 with UV/Vis Capability
Speed-vac Concentrator/Vacuum System	Savant SC110A/UVS400
Stopped-Flow Mixer	Olis USA Stopped-Flow
Surface analyzer	TMA QuikScan multiangle laser light scattering (MALLS)
Thermocycler	MJ Research Minicycler
Ultra-low Freezers	1. Isotemp Basic -80°C Ultra-low 2. Revco Ultima II -80oC
UV/VIS Spectrophotometers	1. Hewlett-Packard Model 8453 diode array 2. Varian Cary 100 Bio (2) 3. Varian Cary 50 Bio (2) 4. Perkin Elmer Lamba 35
Vacuum vapor deposition	Pelco model PAC-1 Advanced Coater

Library
The current library holdings and remote services with the additional SciFinder Scholar license will provide for the basic needs of the proposed program.

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

There are at the present time no plans to expand the program off campus.

3. Duplication – if this program is unique to the state system of higher education, a statement to that fact is needed. However, if the program is a duplication of an existing program in the system, documentation supporting the initiation of such a program must be clearly stated along with evidence of the reason(s) for the necessary duplication. Describe the extent to which similar programs are offered in Idaho, the Pacific Northwest and states bordering Idaho. How similar or dissimilar are these programs to the program herein proposed?

The University of Idaho offers MS and PhD programs in chemistry, chemical engineering, and molecular biology and biochemistry. Idaho State University offers a five-year combined BS/MS program in chemistry. While similar in content to those offered by UI and ISU, the proposed program is designed to serve the southwest Idaho region. The proposed program is important to the Treasure Valley because a number of prospective students are tied to the area for reasons of employment and family, and cannot relocate to attend graduate school. The departmental chairs at both UI and ISU support the development of a master's program in chemistry at Boise State University. The proposed program will provide a qualified pool of students to participate in doctoral chemistry programs at the UI or elsewhere. Graduates of the program could also enter the workforce directly upon completion of their master's degree. Two nearby institutions, Albertson College of Idaho and Northwest Nazarene University, do not have graduate programs in chemistry, and the proposed program would provide their chemistry majors with the opportunity to receive graduate training without relocation.

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

The following excerpts are from the current role and mission statement formulated by the State Board of Education (SBOE). The excerpts indicate that the proposed program is consistent with SBOE intentions for Boise State University.

Boise State University "***offers a variety of masters and select doctoral degrees***" and "***conducts coordinated and externally funded research studies***."

"Boise State University is a comprehensive, urban university serving a diverse population through undergraduate and ***graduate programs***, ***research***, and state and regional public service."

"Boise State University will formulate its academic plan and generate programs with primary emphasis on business and economics, engineering, the social sciences, public affairs, the performing arts, and teacher preparation. Boise State University will give continuing emphasis in the areas of the health professions, the ***physical*** and biological ***sciences***, and education and will maintain basic strengths in the liberal arts and sciences, which provide the core curriculum or general education portion of the curriculum."

The proposed program is also consistent with the strategic plan for Boise State University, *Charting the Course*, which has a major focus on "…graduate programs that have groundbreaking applications locally, regionally, and globally." Among the strategies that Boise State University will pursue to achieve its goals, also outlined in *Charting the Course*, are those that 1) "reward, promote, and publicize student and faculty success in research…," 2) "promote and reward research in and with the community," and 3) "secure funds for sponsored research activity." Through the proposed program, faculty and students in the Department of Chemistry and Biochemistry will actively engage in all of these strategies.

5. Demand – address student, regional and statewide needs.

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

The needs assessment that led to the proposal of a new Masters program in Chemistry was derived from information gathered from a number of sources over the last three years. Direct inquiries to the department and faculty from students expressing their interest and desire to pursue graduate studies in the Boise area was one of the primary motivations for proposing the new program. Student support for the program is indicated in Appendix A. In addition, 25 students signed a letter of support. Additional inquiries were solicited from private-sector companies in the Boise area that hire chemists. Letters of support from these employers, and most notably from Idaho's largest employer Micron, are attached. Additional support was supplied from the Veteran's Administration research facility and the Mountain States Tumor and Medical Research Institute.

"A Master's Program in Chemistry would produce scientists to populate the research laboratories throughout the Treasure Valley. As Chief of Cardiovascular Pharmacology at the Boise VA Medical Center, I know how large the impact would be on our research programs if we could hire scientists newly trained at the Masters level", Dr. Rick Olson, Associate Director MSTMRI and Chief of Cardiovascular Pharmacology at the Boise VA Medical Center.

"A Master's degree in chemistry can provide a strong general problem-solving background that would allow workers to easily adapt to the semiconductor field", Robert Beal, Operation Manager, Micron Business Unit, KLA-Tencor.

"I am in favor of anything BSU is doing to provide graduate Chemistry programs. The better programs they have, the more opportunities we have for our employees and the more opportunities for Micron to hire they people", Lori Freeman, Micron Analytical Chemistry Lab Manager

A. <u>The Need for a Graduate Program by Communities and Agencies both Locally and Statewide</u>
We readily stipulate to the fact that there is no true chemical or biochemical industrial base in southwest Idaho. However there are numerous companies, agencies and school systems that would directly benefit from access to workers or teachers with an advanced degree in Chemistry.

1. Micron Technology employs over 176 chemists and is the largest employer of chemists in the Boise area. Of these chemists around 50 employees have BS degrees in chemistry and acquisition of a MS in Chemistry would help with their career advancement. Because of the cyclical nature of the industry it is difficult to predict how many of our graduates Micron would hire annually but in past years they have had openings for up to five chemists. While chemists at Micron are not directly involved in actual manufacturing of Micron's memory products, they do play a critical off-line analytical role in:
    a. Ensuring that the chemicals used in the processing meet production requirements.
    b. Ensuring that waste streams are not contaminated with unwanted chemicals and that these streams are properly treated for release to the city sewers.
    c. Performing quality control tests on control wafers to determine the chemical composition.
    d. Many of the people who work in their Research and Development Fabrication facility have PhD degrees in chemistry. These individual help develop new fabrication processes for wet and dry etching, deposition, and sputtering. Because these process require an in depth knowledge of the chemicals being used, chemists are chosen to be the lead scientists on these projects. While students with a Master's degree would not be a lead scientist, they would highly desirable members of the research team.
    e. While Micron has an active Research and Development program, there are many specialized projects that cannot be done by their employees because the short-term benefit to production improvement does not warrant the dedication of time. However, these projects would be ideal for a Master's student thesis. Because these projects tend to become available with short notice, access to graduate students with training in chemistry is essential. One recent example is Micron approached a faculty member to develop a process for measuring the stress in silicon devices with a spatial resolution less than 1 micron using a common chemical spectroscopic technique. While Micron was capable of acquiring the equipment to perform the work, they were not able to dedicate an employee to develop the process. However, lack of immediate access to a graduate student prevented the faculty member from pursuing the project.

2. Boise VA Medical/Mountain States Tumor and Medical Research Institute

   While not a large organization, the Mountain States Tumor and Medical Research Institute conducts ongoing and federally funded biomedical research and numerous members of the Department of Chemistry are affiliate members of the institute. While it is not possible to say how many of our graduates would find employment at MSTMRI or the VA Medical Center, they have indicated that our graduates would be actively recruited.

3. Local State Agencies

   a. Department of Environment Quality

      The DEQ is charged with ensuring the air, water and land of Idaho remains uncontaminated and polluted. This mission necessarily requires the need for employees with degrees in chemistry, especially analytical chemistry. At any given time, the DEQ is seeking to fill 2 to 5 positions that require a degree in chemistry. While only mid-level and senior level positions would require a graduate degree, it is safe to say any applicant with a graduate chemistry degree would highly competitive for the entry level positions. Even these entry level positions can pay up to $20/hour.

   b. Idaho State Police Forensic Labs

      The analysis of trace evidence from a crime scene requires a great deal of analytical chemistry skill. While forensic lab openings are not a common occurrence, current employees will always be looking for advance technique training and graduate degrees for promotion and advancement.

4. Local Schools

   In order to remain certified, local teachers need to take continuing education credits in their field. While many of these teachers will not necessarily seek to pursue a thesis based research degree they would directly benefit from access to the graduate courses we plan to offer. It has become common practice at Boise State to offer a graduate course of interest to non-degree seeking students only two days a week in the late afternoon or early evening to better suit the needs of working students.

B. <u>The Need for Research by our Faculty and Students</u>

1. University as a whole

   Boise State University has begun the process of transforming itself into a Metropolitan Research University of Distinction. In order for the university to be successful in this endeavor it is the responsibility of all departments at the university to contribute in both a directed and sustainable manner. The proposed MS in Chemistry program represents our department's contribution to this endeavor.

2. Interdisciplinary Degree Programs

   Boise State University has begun the planning of a number of interdisciplinary degree programs (e.g. PhD in Biomolecular Sciences) and these degree programs necessarily require both curriculum and research commitments from the Department of Chemistry and Biochemistry. However since the department is currently without a graduate program, we are unable to provide these resources in a predicable manner and as a result there is no clear process for our faculty to develop research programs that could contribute to the proposed interdisciplinary degree programs. Without an existing MS in Chemistry program, any PhD program that requires participation of the Department of Chemistry and Biochemistry would be flawed from its inception and would most likely be unsustainable.

3. Undergraduate Research

   The department has always prided itself on the quality of our undergraduates and their ability to conduct research under the direction of a faculty advisor. Currently most of our faculty direct research groups with 5 or more students and consequently spend a large portion of their time training these students in their research efforts and ensuring they follow safe laboratory practices. The creation of a graduate program will provide all faculty members with access to graduate students who can aid the faculty member in the training and mentoring of the undergraduate students. The increased access to expert help will greatly enhance the research experience of the undergraduate student.

4. Increased complexity of research efforts

   All the faculty in the department have been successful in acquiring external funding for the research projects. With every passing year, the sophistication of the research projects has increased which in turn requires access to a more highly trained set of students. While the current undergraduate researchers are quite excellent, their primary focus during the academic year is their course work. The ability to have graduate students will greatly increase our faculty member's ability to compete for new grants and acquire renewals of existing grants. Examples of existing research projects are:

   - Vaccine for West Nile Virus
   - New materials for non-volatile memory devices for use in satellites and space vehicles
   - Drugs for reducing the cardiotoxicity of chemotherapy drugs
   - Compounds capable of binding to the DNA of tumor cells
   - Drugs to treat Parkinson's or Alzheimer's disease
   - Sensors for detecting uranium, plutonium, thorium, mercury, arsenic in ground water
   - Molecular tweezers for binding transition metal ions

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

During the first five years of the program we expect that most (85%) of prospective students to be fulltime students who graduated with an undergraduate degree from Boise State University. The remaining 15% of students are expected to be part time students employed in the local workforce at companies such as Micron seeking a graduate degree for career advancement. Documentation on student interest is provided in the supporting material showing that more than sufficient demand for the proposed program. By the end of the fifth year we expect that approximately half of the students in the program will be recruited from out of state. We also expect numerous students from other degree programs will make use of the courses we plan to offer. The following table details the number and source of students we expect to take at least one chemistry course every year. The numbers are projections for five years after the program has been implemented. In summary, we expect to provide educational opportunities for over 30 students every year.

Student Type	Students per year
MS is Chemistry (Full Time)	10 - 15
MS is Chemistry (Part Time)	1-5
PhD in Biomolecular Studies (program in planning stage)	5-10
MS in Biology	3-5
MS in Materials Science	3-5
PhD in Materials Science (program in planning stage)	5-10
PhD in Electrical Engineering	0-1
MS/PhD in Geophysics/Geoscience	0-3
Non-degree seeking students or High School teachers	0-5

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

Projected enrollment is expected to be entirely based on new students to the program as the requisites to the graduate courses would effectively require a BS/BA in chemistry. Any shifting from other programs in the institution would be from past chemistry students who would have entered into the Masters of Chemistry program had one been available. Based on the number of our past graduates in other programs and their time to graduation, it is unlikely that any students would shift programs.

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

The proposed master's program is a new program that will be delivered on the Boise State University main campus.

6. Resources – fiscal impact and budget

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

I. PLANNED STUDENT ENROLLMENT

	FY 10		FY 11		FY 12	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	5.00	9.00	8.63	11.00	10.00	13.00
B. Shifting enrollments	0	0	0	0	0	0

II. EXPENDITURES

	FY 10		FY 11		FY 12	
	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs (Note 1)						
1. Faculty	0.92	$50,733	1.24	$71,940	1.37	$76,188
2. Administrators	0.10	$8,172	0.10	$8,172	0.10	$8,172
3. Adjunct faculty	0.00	0	0.00	0	0.00	0
4. Graduate instructional assts. (Note 2)	4.00	$64,000	6.00	$98,880	7.00	$118,821
5. Research personnel	0.00		0.00		0.00	
6. Support personnel	0.10	$2,912	0.10	$2,912	0.10	$2,912
7. Fringe benefits	NA	$23,813	NA	$33,527	NA	$36,451
8. Other: Student Fees and Tuition	NA	$23,117	NA	$36,409	NA	$44,601
Total FTE Personnel and Costs	7.12	$171,548	8.44	$253,199	9.57	$290,451

Note 1: Salaries for faculty, administrators, and support personnel are not adjusted for an annual increase.
Note 2: Graduate assistants will be supported by appropriated funds (2.00FTE) and by grants and contracts (2.00 FTE) in FY10, (4.00 FTE) in FY11, (5.00 FTE) in FY12. The stipend amount for each GA is $18,000 per year in the first year, and increments at 3% per year. Tuition waiver is $5,779/student for year 1 with a 5% increase per year.
Note 3: Graduate assistants are an important part of an initiative, by the Dept of Chemistry and Biochemistry, to substantially increase enrollment in key undergraduate chemistry courses.

	FY 10	FY 11	FY 12
B. Operating expenditures			
1. Travel	$3,000	$3,000	$3,000
2. Professional services			
3. Other services			
4. Communications			
5. Utilities			
6. Materials & supplies	$3,000	$3,000	$3,000
7. Rentals			
8. Repairs & maintenance			
9. Materials & goods for manufacture & resale			
10.a. Miscellaneous	$7,000		
Total Operating Expenditures:	$13,000	$6,000	$6,000

	FY 10	FY 11	FY 12
C. Capital Outlay			
1. Library resources	$27,975	$27,975	$27,975
2.a. Equipment	$12,000		
2.b. Startup for new faculty	$300,000		
Total Capital Outlay:	$339,975	$27,975	$27,975
D. Physical facilities Construction or major Renovation			
E. Indirect costs (overhead)			
GRAND TOTAL EXPENDITURES:	$524,523	$287,174	$324,426

III. REVENUES

A. Source of funds	FY 10	FY 11	FY 12
1. Appropriated funds -- Reallocation – MCO	$479,685	$194,345	$204,301
2. Appropriated funds -- New – MCO			
3. Federal funds	$44,838	$92,829	$120,125
4. Other grants			
5. Fees			
6. Other:			
GRAND TOTAL REVENUES:	$524,523	$287,174	$324,426

B. Nature of Funds	FY 10	FY 11	FY 12
1. Recurring*	$205,523	$287,174	$324,426
2. Non-recurring**	$319,000		
GRAND TOTAL REVENUES:	$524,523	$287,174	$324,426

* Recurring is defined as ongoing operating budget for the program which will become part of the base.
** Non-recurring is defined as one-time funding in a fiscal year and not part of the base.

a. Faculty and Staff Expenditures

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

Name, Position, And Rank	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Projected Student Credit Hours	FTE Students
Year 1 FY10					
Brown, Faculty, Assistant Prof	$51,418	0.10	$5,142	18	0.75
Charlier, Faculty, Associate Prof	$58,261	0.08	$4,370	6	0.25
Cornell, Faculty, Assistant Prof	$51,418	0.08	$3,856	6	0.25
LeMaster, Chair, Prof	$81,723	0.00	$0	0	0.00
McDougal, Faculty, Assistant Prof	$53,622	0.07	$3,575	12	0.50
New Faculty line, to be named	$55,000	0.18	$9,625	24	1.00
Lee, Jeunhoon, Assistant Prof	$52,000	0.08	$3,900	6	0.25
Physical Chemist, to be named	$52,333	0.18	$9,158	24	1.00
Russell, Faculty, Prof	$66,560	0.00	$0	0	0.00
Warner, Faculty, Associate Prof	$56,618	0.18	$9,908	24	1.00
Total	$567,663	0.92	$49,534	120	5.00

Year 2 FY11					
Brown, Faculty, Assistant Prof	$52,960	0.08	$3,972	6	0.25
Charlier, Faculty, Associate Prof	$60,009	0.08	$4,501	6	0.25
Cornell, Faculty, Assistant Prof	$52,960	0.08	$3,972	6	0.25
LeMaster, Chair, Professor	$84,175	0.10	$8,417	27	1.13
McDougal, Faculty, Assistant Prof	$55,231	0.08	$4,142	6	0.25
New Faculty Line, to be named	$56,650	0.18	$9,914	33	1.38
Lee, Jeunhoon, Assistant Prof	$53,560	0.18	$9,373	33	1.38
Physical Chemist, to be named	$53,903	0.14	$7,636	24	1.00
Russell, Faculty, Professor	$68,557	0.18	$11,997	33	1.38
Warner, Faculty, Associate Prof	$58,316	0.18	$10,205	33	1.38
Total	$584,693	1.24	$72,967	207	8.63

Year 3 FY12					
Brown, Faculty, Assistant Prof	$54,549	0.18	$9,546	42	1.75
Charlier, Faculty, Associate Prof	$61,809	0.14	$8,756	30	1.25
Cornell, Faculty, Assistant Prof	$54,549	0.15	$8,182	12	0.50
LeMaster, Chair, Professor	$86,700	0.00	$0	0	0.00
McDougal, Faculty, Assistant Prof	$56,888	0.18	$9,955	42	1.75
New Faculty Line, to be named	$58,350	0.25	$14,587	48	2.00
Lee, Jeunhoon, Assistant Prof	$55,167	0.15	$8,275	12	0.50
Physical Chemist, to be named	$55,520	0.18	$9,716	42	1.75
Russell, Faculty, Professor	$70,614	0.08	$5,296	6	0.25
Warner, Faculty, Associate Prof	$60,066	0.08	$4,505	6	0.25
Total	$602,233	1.37	$78,819	240	10.00

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

Name, Position, And Rank	Annual Salary Rate	Assignment to this Program	Program Salary Dollars	Salary Dollars to Program
Year 1 FY10				
Weaver, Staff, Admin II	$29,120	0.10	$2,912	10%
Total	$29,120	0.10	$2,912	10%
Year 2 FY11				
Weaver, Staff, Admin II	$29,993	0.10	$2,999	10%
Total	$29,993	0.10	$2,999	10%
Year 3 FY12				
Weaver, Staff, Admin II	$30,892	0.10	$3,089	10%
Total	$30,892	0.10	$3,089	10%

b. Administrative Expenditures

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

The program will be administered by the department chair who will function as the coordinator of the graduate program for the initial three years. The administrative structure will then be examined for possible changes.

Name, Position, And Rank	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Percent of Salary Dollars to Program
Year 1 FY10				
LeMaster, Chair, Professor	$81,723	0.10	$8,172	10%
Total	$81,723	0.10	$8,172	
Year 2 FY11				
LeMaster, Chair, Professor	$84,174	0.10	$8,417	10%
Total	$84,174	0.10	$8,417	
Year 3 FY12				
LeMaster, Chair, Professor	$86,700	0.10	$8,670	10%
Total	$86,700	0.10	$8,670	

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

Travel ($3,000) is associated with the new faculty line, and miscellaneous expense ($7,000) is associated with the new faculty line and the replacement hire in organic chemistry. Materials and supplies ($3,000) will help to cover recruitment and educational expenses of graduate students.

d. Capital Outlay

(1) Library resources

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

The current library holdings and remote services with an additional SciFinder Scholar license for literature searches ($27,975) will provide the basic needs of the proposed program

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

The only essential additional library resource is an additional SciFinder Scholar license ($27,975).

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

(2) Equipment/Instruments

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

Current research equipment is available to support the program and is listed in section 2.d above (Infrastructure support). A one-time equipment expenditure of approximately $12,000 is needed for computational chemistry (server and workstations, software, peripherals).

Startup funding for one new faculty line is included.

e. Revenue Sources

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

Funds for the program will come from a combination of (i) reallocation of department and college funds, (ii) reallocation of university funds, (iii) new funds from enrollment workload adjustments, and (iv) tuition revenues. Those reallocations will be done in such a way as to protect the quality of the existing baccalaureate program.

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

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

Federal funding listed in line A.3 of Table III (Revenues) is derived from federal grants and contracts for the support of graduate research assistantships, and is expected to be an ongoing revenue source to the extent that faculty members are successful with grant and contract proposals. Recent grant and contract revenue for the Department of Chemistry is consistent with this expectation.

UNIVERSITY OF IDAHO

SUBJECT

University of Idaho Supplemental Report on Research and Extension Centers

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code Section 33-2904

BACKGROUND/DISCUSSION

The university has negotiated proposed terms with J.R. Simplot Company for a Collaborative Research Facility Agreement and License which will provide annual funding in the amount of $300,000 for 2010 through 2014 for the Parma Research and Extension Center. In exchange, the university will provide the company with access to up to 50 acres of land at the center and share center research facilities with Simplot researchers engaged in field crop research and development. The funds will be used to pay the university's labor, materials and other operating costs directly applicable to management and operation of the land and facilities provided by the university under this agreement, and to contribute to costs associated with the university's overall maintenance of the Parma center.

The terms of the proposed collaborative research agreement are in Attachment 1 to these materials. The purpose of the agreement is two-fold – first the agreement will provide private industry funding for core operations of the Parma center to ensure economic viability for the center as a whole, while providing the company with research land and facilities along with the university's operational and technical expertise – second, the agreement forms the platform for a public-private research collaboration through company and university researchers working in close proximity with one another on both company projects as well as existing funded research through the university. The company has a long history of supporting education in Idaho and funding university research; the extent and value of which will be enhanced through the collaborative use of the Parma center.

In exchange for the $300,000 annual payment, the agreement grants the company a license for use of up to 50 acres of the total of 100 acres of crop land at the Parma center for company research. Attachment 2 hereto is an aerial photo of the Parma center with the approximate location of the dedicated 50 acres outlined in red and the full facility outlined in yellow. The license also includes sharing of the research labs and other facilities at the center. To coordinate this, a group of company and university representatives, who work at the center, will meet each year to map out the land and facility needs for the ensuing year and ensure coordination in the utilization of center facilities. As part of the services from the university to the company, funded by the agreement, the university will dedicate 50% of one research faculty for coordination, oversight,

and operation scheduling for company research. The university will also provide the tillage and cultural operations and irrigation for the company's research at the Parma center as well as an additional company site in the Parma area. The university's obligation to expend funds is capped to ensure that funds expended by the university will not exceed the funds provided by the company under the agreement.

IMPACT

If approved, the collaborative agreement will be sufficient to maintain operations at the Parma center in the field crop area. The university will report at the board meeting on other funding being negotiated to provide support for other research areas at the Parma center as well as research at the Tetonia and Sandpoint Research and Extension Center. These other funding arrangements do not rise to the level necessary to require approval of the Regents.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

Board staff has been made aware of the University of Idaho regarding their efforts to secure external funding.

BOARD ACTION

A motion to approve the request by the University of Idaho for approval of the Collaborative Research Facility Agreement and License in substantial conformance to the draft submitted to the Board in Attachment 1; and to authorize the President or the President's designee to execute the same and any collateral documents necessary to bring the agreement into effect.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTORNEY-CLIENT PRIVILEGE – ATTORNEY WORK PRODUCT
ATTORNEY-CLIENT COMMUNICATION – CONFIDENTIAL AND PRIVILEGED – Rule 502(b)(3)
Clean Draft at 12/1/2009 8:35 AM

COLLABORATIVE RESEARCH FACILITY AGREEMENT AND LICENSE

THIS AGREEMENT is made and entered into by and between The Regents of the University of Idaho (UNIVERSITY), a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho, and J.R. SIMPLOT COMPANY, a Nevada corporation (COMPANY). In this Agreement, the above entities are jointly referred to as PARTIES.

1. COLLABORATION GOALS:

1.1. UNIVERSITY and COMPANY desire to create a mutual collaboration for research which will maximize the utilization of UNIVERSITY'S crop research facilities at Parma Idaho as well as COMPANY'S crop research facilities, including but not limited to COMPANY facilities located in the Arena Valley area of Canyon County, Idaho, and which will also create intellectual synergy among COMPANY and UNIVERSITY researchers to engage in both independent and collaborative research for the betterment of the State of Idaho. COMPANY will provide financial support for the collaboration in return for which the COMPANY will receive rights to conduct its independent research at the identified facilities with technical and operational support from the UNIVERSITY.

1.2. The purpose of this Agreement is to establish parameters and rights of the parties with respect to utilization of UNIVERSITY land, facilities, resources and personnel and the compensation to be paid by COMPANY for use of the identified land, facilities, resources and personnel.

1.3. UNIVERSITY and COMPANY anticipate that, in addition to this Agreement, both parties may enter into mutually beneficial joint research projects and the COMPANY may also elect to sponsor UNIVERSITY research projects in areas of interest to the COMPANY. Each such project shall be separately documented between the parties.

1.4 The collaboration will further the instructional, research and public service missions of the UNIVERSITY consistent with its status as a nonprofit, tax exempt, educational institution, and may derive benefits for both COMPANY and the UNIVERSITY.

2. PERSONNEL & FACILITIES. In consideration of the annual payment by COMPANY to the UNIVERSITY, as set forth in Section 4 below, UNIVERSITY shall provide facilities and personnel under the direction of the UNIVERSITY Principal Collaborator as follows:

2.1. Facilities:

2.1.1. Research Lands: Exclusive access to 30-50 acres of research land annually in the area identified in Exhibit A hereto; COMPANY's principal need will be approximately 30 acres annually, with a minimum of 10 acres of the principal research land reserved for crop rotation. The additional land may or may not be needed each year, but would be negotiated and made available based on COMPANY's research needs and any additional requirements of COMPANY to rotate crops. It is understood that particular soil conditions/types are desired and UNIVERSITY will work with COMPANY personnel to meet the soil properties needed.

2.1.2. Access to UNIVERSITY facilities for meeting space and on-site laboratory space - Access to infrastructure at the research site includes , but is not limited to, use of the meeting/conference room, office space, and access to on-site laboratory space as well as access to the preparation and storage facilities.

2.2 Personnel and Support:

2.2.1 UNIVERSITY field personnel will provide needed tillage and cultural operations (weed and pest control, fertilizer application, specific desired tillage, crop rotation, etc), and irrigation scheduling for COMPANY experiments at the Parma facility and the COMPANY facility. These operations would be provided as planned and requested to meet COMPANY needs (Key research objectives would focus on crop fertility, variety/crop performance, new technologies and variety development associated with potatoes, corn, cereals and forages.)

2.2.2 UNIVERSITY field personnel will assist with plot layout, statistical design and analysis, possibly some crop measurements, but not field data collection unless otherwise negotiated. UNIVERSITY equipment used on COMPANY'S plots shall be sanitized and disinfected with appropriate agents to remove soil and plant debris before use to avoid contamination from nematodes and other fauna, flora and materials from non-COMPANY experiments conducted at the Parma Research Center.

2.2.3 UNIVERSITY Oversight - UNIVERSITY and COMPANY Liaison: A UNIVERSITY faculty member agreed upon by UNIVERSITY AND COMPANY (initially Professor Michael Thornton) will provide coordination and oversight and operation scheduling for on-site COMPANY research/plot experiments. This individual will be the UNIVERSITY's primary liaison with COMPANY personnel to plan and schedule UNIVERSITY support activities and to consult with COMPANY on desired research and field experiments. It is anticipated that up to 50% of the UNIVERSITY faculty member's time will be devoted to the COMPANY'S research and field experiments. COMPANY

employees from each COMPANY business unit involved in research and field experiments at the research facility, shall be designated by COMPANY as its primary liaisons with the University to work with the UNIVERSITY liaison on matters pertaining to this Agreement.

2.2.4 UNIVERSITY retains title to the equipment purchased with annual license funds provided by COMPANY in accordance with Section 4 below. COMPANY retains title to equipment purchased with COMPANY operating funds which are not part of the financial support component of this Agreement.

3. TERM: This Agreement shall terminate on December 31, 2014 or upon mutual consent of the Parties, whichever date comes first, provided however, that if the UNIVERSITY fails to maintain the level of funding from the State of Idaho as set for the calendar year 2010 (not including funding provided from the State of Idaho for the University's vineyard and tree fruit orchard operation), COMPANY may, in its sole discretion, terminate this Agreement upon sixty (60) days written notice. This Agreement will be renewable for additional periods of time upon the mutual consent of the parties by either a new agreement or by the amendment hereto expressed in writing. The parties acknowledge that the UNIVERSITY cannot obligate appropriated funds of the State of Idaho beyond the term of any appropriation, and in the event funding from the State of Idaho is reduced and the UNIVERSITY is unable to maintain funding for the Parma Research Center as described above, the sole remedy shall be termination of this Agreement by COMPANY. During the term or any extension thereof, should Professor Michael Thornton cease to be the UNIVERSITY's primary liaison, and the COMPANY and UNIVERSITY cannot agree as to his replacement, COMPANY may, in its sole discretion, terminate this Agreement upon sixty (60) days written notice.

4. FINANCIAL SUPPORT

4.1 COMPANY will make an annual payment, in advance, for the license granted hereunder and for the expertise, land, equipment, tillage/cultural operation, and research needs supplied by UNIVERSITY under this agreement. The UNIVERSITY will deposit the financial support payment into a dedicated UNIVERSITY account to be used first for payment of the costs, including personnel costs, associated with the UNIVERSITY's maintenance of the property licensed to COMPANY, second to for payment of costs, including personnel costs associated with the UNIVERSITY's overall maintenance of the Parma Research Facility and third to support any joint research projects among COMPANY and the UNIVERSITY.

4.2 The first annual payment, to be made within 30 days of the date of this agreement shall be in the sum of $300,000. Thereafter, the annual payment shall be made on or before January 15 of each calendar year and shall be adjusted by an inflation factor by multiplying the sum of $300,000 by a fraction the numerator of which is the most recently

published Inflation Index prior to December 15 of the immediately preceding calendar year and the Denominator of which is the most recently published Inflation Index prior to December 15, 2009. The Inflation Index shall be the non-seasonally adjusted U.S. City Average All Items Consumer Price Index for All Urban Consumers (Base Period: 1982-84=100), published monthly by the Bureau of Labor Statistics of the United States Department of Labor. If, at any time during the term of this agreement, the Inflation Index is no longer available, the parties will choose a new Inflation Index based upon comparable information.

5. PAYMENT

Make checks payable to the University of Idaho and mail to _____.

6. LICENSE:

6.1 Grant of License.

6.1.1 To effect the UNIVERSITY's provision of facilities to COMPANY as described in 2.1.1 above, the UNIVERSITY hereby grants to COMPANY, subject to all the terms and conditions contained herein, an exclusive license to utilize specific parcels of land for specific periods of time as determined between the UNIVERSITY and COMPANY from time to time and a non-exclusive license to utilize laboratory, office and meeting facilities for the purpose of conducting research under the terms of this agreement. Such land and facilities subject to this license are hereinafter referred to as the Licensed Premises. COMPANY shall have the right to assign or sublicense, from time to time, portions of the land and facilities to its key suppliers and/or customers for the purpose of enhancing their agronomic or research efforts, provided COMPANY receives the prior written consent of UNIVERSITY (which consent shall not be unreasonably withheld) and provided each such assignee or sublicensee shall agree to be bound by the terms of this license.

6.1.2 COMPANY and UNIVERSITY Liaisons shall meet as soon as is practicable after execution of this agreement and thereafter each calendar year in August to establish the specific parcels of land and identify the facilities to be available to COMPANY under this license for the ensuing crop season and shall prepare a signed written description adequate to identify the lands and facilities and any specific terms of use for the ensuing crop season, consistent with the terms of this license, such writing to include an agreed upon allocation of UNIVERSITY facilities to accommodate both COMPANY'S research and UNIVERSITY'S research, as well as an operating budget showing estimated labor, materials and other operating costs directly applicable to the services provided COMPANY by the UNIVERSITY under this agreement, which sum shall not exceed the sum paid by COMPANY under Section 4 of this Agreement, unless otherwise mutually agreed to by the parties. To the extent necessary for continuity of

COMPANY's research projects, lands and facilities may be identified for periods longer than a year.

6.2 Terms of License.

6.2.1 The License herein granted is subject to all easements and encumbrances and is exclusive with respect to the identified lands and non-exclusive with respect to the identified facilities;

6.2.2 All crops, materials, equipment, and their related components temporarily placed within the Licensed Premises by COMPANY, or COMPANY's agents or contractors pursuant to this instrument ("COMPANY's Property") shall remain the property of the COMPANY during the term of this License; and

6.2.3 UNIVERSITY and its successors and assigns shall retain the right to full use of the surface and subsurface of the Licensed Premises except to the extent it precludes the uses authorized by this License; and

6.2.4 COMPANY shall at all times safely utilize and maintain COMPANY's Property within the Licensed Premises and shall promptly repair and restore to its prior condition any real property or improvements existing within the Licensed Premises which are disturbed by the construction, maintenance, or removal of COMPANY's Property by COMPANY or COMPANY's agents or contractors; and

6.3. INDEMNITY:

6.3.1 Each party assumes all risks of personal injury, bodily injury including death, and property damage caused by the negligent acts or omissions of that party.

6.3.2 Except as provided in 6.3.1 above, COMPANY shall, to the fullest extent permitted by law, indemnify, defend and save UNIVERSITY, its successors, assigns, and agents harmless from any and all claims, liabilities, losses, costs, charges, or expenses which UNIVERSITY may incur as a result of any act or omission of the COMPANY in its use of the Licensed Premises under this Grant. If any action, claim or demand is made against UNIVERSITY for any act or omission of the COMPANY, the COMPANY agrees to assume the expense and shall pay all costs, charges, attorneys' fees, settlements, judgments or other expenses incurred by or obtained against UNIVERSITY, and also, including all attorneys' fees and costs associated with any appeal proceeding. This indemnification shall survive the termination of this License for claims, liabilities, losses, costs, charges, or expenses occurring after termination but attributable to the uses authorized by this License.

6.3.3 Except as provided in 6.3.1 above, and Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, UNIVERSITY hereby agrees to indemnify, defend and hold the COMPANY harmless from any loss, costs and damages suffered by COMPANY, its agents, employees or contractors, as a result of any act or omission of the UNIVERSITY in its ownership and operation of the Parma facility. If any action, claim or demand is made against COMPANY for any act or omission of the UNIVERSITY, the UNIVERSITY agrees to assume the expense and shall pay all costs, charges, attorneys' fees, settlements, judgments or other expenses incurred by or obtained against COMPANY, and also, including all attorneys' fees and costs associated with any appeal proceeding. This indemnification shall survive the termination of this License for claims, liabilities, losses, costs, charges, or expenses occurring after termination but attributable to the uses authorized by this License.

6.4 INSURANCE: COMPANY and COMPANY's contractors and subcontractors are required to carry the types and limits of insurance shown in this Section 6, and provide UNIVERSITY with a Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with these insurance requirements. Certificates from COMPANY and COMPANY's contractor and subcontractors shall be provided prior to COMPANY's use of UNIVERSITY's property. All insurers shall have a Best's rating of "AV" or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage UNIVERSITY may choose to maintain. All certificates shall provide for thirty (30) days' written notice to UNIVERSITY prior to cancellation or material change of any insurance referred to therein. All policies shall name State of Idaho and the Regents of the University of Idaho as an additional insured. Certificates shall be mailed to: P.O. Box 443162, Moscow, ID 83844-3162, Attn: Risk Management. All policies shall contain waiver of subrogation coverage or endorsements. Failure of UNIVERSITY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of UNIVERSITY to identify a deficiency from evidence that is provided shall not be construed as a waiver of COMPANY's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at UNIVERSITY's option. By requiring insurance herein, UNIVERSITY does not represent that coverage and limits will necessarily be adequate to protect COMPANY, and such coverage and limits shall not be deemed as a limitation on COMPANY's liability under the indemnities granted to UNIVERSITY in this License.

6.5 REQUIRED INSURANCE COVERAGE: COMPANY and COMPANY's contractors and subcontractors shall obtain insurance of the types and in the amounts described below:

6.5.1 Commercial General and Umbrella Liability Insurance: COMPANY shall

maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $**1,000,000** each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately per 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, sudden and accidental pollution for third parties, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

6.5.2 Commercial Auto Insurance: COMPANY shall maintain a Commercial Auto policy with a Combined Single Limit of $1,000,000; Underinsured and Uninsured Motorists limit of $1,000,000; Comprehensive; Collision; and a Medical Payments limit of $10,000. Coverage shall include Non-Owned and Hired Car coverage.

6.5.3 Personal property: COMPANY shall purchase insurance to cover COMPANY's personal property. In no event shall UNIVERSITY be liable for any damage to or loss of personal property sustained by UNIVERSITY, whether or not insured, even if such loss is caused by the negligence of UNIVERSITY, its employees, officers or agents.

6.5.4 Workers' Compensation: Where required by law, UNIVERSITY shall maintain all statutorily required coverages including Employer's Liability.

6.6. CONDITION OF LICENSED PREMISES: Upon completion of activities permitted by this License, COMPANY shall restore and return the Licensed Premises, to the extent reasonably practical, to the same condition as the Licensed Premises was in prior to COMPANY's use of the Licensed Premises. COMPANY shall take measures necessary to eliminate noxious weeds resulting from, but occurring after the soil disturbances caused by COMPANY's activities. In the event that COMPANY fails to restore and return the Licensed Premises to the same condition, then the UNIVERSITY, at its sole discretion, may restore the Licensed Premises, or any portion thereof, and COMPANY shall reimburse UNIVERSITY for all reasonable costs associated therewith within thirty (30) days from receipt of an invoice therefore. The obligations of the COMPANY to restore the condition of the Licensed Premises, take measures necessary to eliminate noxious weeds resulting from soil disturbances caused by COMPANY, or reimburse UNIVERSITY for all reasonable costs shall survive the termination of this License.

6.7 COMPLIANCE WITH ALL LAWS AND INDUSTRY STANDARDS: COMPANY hereby agrees to comply in all respects with any and all, federal, state and local statutes, laws, ordinances, codes, regulations, and rules in connection with the use of the Licensed Premises. In addition, with respect to the activities permitted by this Agreement, COMPANY agrees to comply with all applicable industry standards pertaining thereto and COMPANY agrees to

enforce such standards on its contractors and subcontractors performing in regard to License.

6.8 HAZARDOUS WASTE: COMPANY and COMPANY's contractors or subcontractors will not cause nor permit any activities on the Licensed Premises which directly or indirectly result in the Licensed Premises, or any other property, becoming contaminated with dangerous, hazardous or toxic waste or substances. The foregoing substances shall be stored and disposed of in accordance with all applicable federal, state and local regulations. For purposes of this License, the term "dangerous, hazardous or toxic waste or substances" means any substance or material defined or designated as a dangerous, hazardous or toxic waste, a dangerous, hazardous or toxic material, a dangerous, hazardous, toxic or radioactive substance, or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect, including, without limitation, a dangerous, hazardous or toxic substance or waste, as defined under Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; Superfund Amendments and Reauthorization Act, 42 U.S.C. Section 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1802; and Resource Conservation and Recovery Act, 42 U.S.C. Section 9601 et seq.; and the regulations promulgated thereunder. COMPANY shall indemnify and hold UNIVERSITY harmless from and against any and all claims, demands, damages, costs, expenses, losses, liens, liabilities, penalties, fines and lawsuits and other proceedings (including attorneys' fees) arising directly or indirectly from or out of, or in any way connected with any activities by COMPANY, its agents, customers, purveyors, contractors, subcontractors, or concessionaires on the Licensed Premises during COMPANY's use of the Licensed Premises which result directly or indirectly in the Licensed Premises, or any other property, becoming contaminated with dangerous, hazardous or toxic waste or substances or the clean-up of dangerous, hazardous or toxic waste or substances from the Licensed Premises. COMPANY shall be solely responsible for all costs and expenses relating to the clean-up of dangerous, hazardous or toxic waste or substances from the Licensed Premises or from any other properties which become contaminated with dangerous, hazardous or toxic waste or substances as a result of COMPANY's or COMPANY's contractor's or subcontractor's activities on the Licensed Premises. COMPANY shall promptly supply UNIVERSITY with copies of any notices, reports, correspondence and submissions made by UNIVERSITY to the EPA, Idaho DEQ, the United States Occupational Safety and Health Administration or any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous or toxic wastes or substances pursuant to any applicable federal, state or local laws. COMPANY's indemnification of UNIVERSITY and COMPANY's financial responsibility for any costs and expenses required to clean-up dangerous, hazardous, or toxic waste or substance contamination of the Licensed Premises (if such contamination is caused by the COMPANY or COMPANY's contractors or subcontractors), shall survive the termination of this License.

6.9 TERMINATION/ABANDONMENT. Prior to or upon termination or abandonment, COMPANY shall remove its property and return the Licensed Premises to its pre-license

condition at COMPANY's expense. COMPANY's obligations in sections 6.6 and 6.8 of this License shall survive termination of the License in the manner described in those sections.

7. GOVERNING LAW, FORUM AND ATTORNEY'S FEES. Any legal proceeding instituted between the parties shall be in the courts of the County of Canyon, state of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho. 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 who receives a payment of money from the other party in settlement of claims asserted by that party.

8. INTELLECTUAL PROPERTY – PUBLICATION RIGHTS - COMPANY RECORDS

8.1 Independent Research by COMPANY. The independent research conducted by COMPANY utilizing the Licensed Premises under this Agreement shall be the separate property of COMPANY. All intellectual property rights therein remain with COMPANY. All records thereof remain property of COMPANY and UNIVERSITY shall have no claim in them. COMPANY will separately maintain all records of its independent research under its separate control and such records shall not be accessible to UNIVERSITY except as may be required for performance of this Agreement.

8.2 Collaborative Research and Sponsored Projects. Any collaborative research projects between COMPANY and UNIVERSITY, and any UNIVERSITY research projects sponsored by COMPANY shall be separately documented and the rights and responsibilities of the parties with respect to intellectual property, publication rights and confidential information shall be determined by the separately documented terms of each project.

9. NON-USE OF NAMES AND TRADEMARKS. Neither UNIVERSITY not COMPANY shall not use the name, trade name, trademark, or other designation of the other, or any contraction, abbreviation, or simulation of any of the foregoing, in any advertisement, for any commercial or promotional purpose, or for any other purpose (other than in performing under this License) without the other's prior written consent in each case.

10. PUBLICITY. Neither party shall use the name of the other party, nor any member of the other party's employees, nor either party's Trademarks in any publicity, advertising, sales promotion, news release, nor other publicity matter without the prior written approval of an

authorized representative of that party. The authorized representative shall be person signing this agreement by the party, unless another individual is otherwise designated in writing.

11. NONDISCRIMINATION AND AFFIRMAIVE ACTION.

11.1 COMPANY shall not 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, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. COMPANY certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the COMPANY agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

11.1.1 For nondiscrimination based on race, color, religion, sex or national origin, this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). COMPANY disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

11.1.2 For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

11.1.3 For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

11.1.4 For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

11.2 COMPANY shall include the terms of this clause in every subcontract or purchase order exceeding $50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

ATTORNEY-CLIENT PRIVILEGE – ATTORNEY WORK PRODUCT
ATTORNEY-CLIENT COMMUNICATION – CONFIDENTIAL AND PRIVILEGED – Rule 502(b)(3)
Clean Draft at 12/1/2009 8:35 AM

12. REPRESENTATIONS AND WARRANTIES. COMPANY represents and warrants the following: (a) that it (and its contractors or subcontractors) is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform its obligations hereunder; (b) that it may legally conduct business in Idaho, that is 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 that it has or will obtain all licenses and permits required by law; (c) that in performing the services called for hereunder COMPANY will not be in breach of any agreement with a third party; and (d) that it has inspected the Licensed Premises and that the same are suitable and adequate in all respects for COMPANY's operations under this Agreement.

13. BINDING EFFECT. This Agreement is for the benefit only of the parties hereto and is not assignable by either party without the prior written consent of the other, except as set forth in Section 6.1.1 above. This agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

14. TIME OF ESSENCE. All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

15. NO JOINT VENTURE. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

16. 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.

17. ENTIRE AUTHORITY. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with duly adopted organizational documents or agreements and if appropriate a resolution of the entity, and that this Agreement is binding upon said entity in accordance with its terms.

18. ENTIRE AGREEMENT; MODIFICATION. This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by an authorized representative of COMPANY and an authorized representative of UNIVERSITY.

19. PARAGRAPH HEADINGS. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of

this Agreement.

UNIVERSITY and COMPANY have executed this Agreement, in duplicate originals, by their respective officers hereunto duly authorized, on the day and year hereinafter written.

UNIVERSITY OF IDAHO	**J.R. SIMPLOT COMPANY**
_____	_____
Name: M. Duane Nellis	Name: William J. Whitacre
Title: President	Title: President & CEO
Date: _____	Date: _____
_____	
Name: John Hammel	
Title: Dean, College of Agriculture and Life Sciences	
Date: _____	


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SUBJECT

Consolidation/restructure of the Parma Research and Extension Center with the Caldwell complex

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G. 4, Program Approval and Discontinuance
Sections 33-107 (7), 33-2811, Idaho Code.

BACKGROUND

In accordance with Board Policy III.G.4.b.(1), Board approval is required prior to implementation of any changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases, or instructional units with financial impact of $250,000 or more per year.

DISCUSSION

The University of Idaho proposes the consolidation of the Parma Research and Extension Center with the Caldwell Complex in concert with the consolidation and restructuring of the Sandpoint Research and Extension Center and the Tetonia Research and Extension Center. These moves are a result of the recommendations of the Research and Extension Center Review Task Force and are motivated by the need to meet the 11.5% reduction of the Agricultural Research and Extension Service (ARES) appropriation in the FY10 base budget, which is a permanent reduction of $3.26 million.

The mandate includes a 5% reduction in personnel costs, which can be met in a number of ways including eliminating vacant positions, holding vacant positions open, or voluntary reduction in hours worked. The remaining 7% reduction must be met through a combination of other sources. Since personnel costs make up approximately 90% of the ARES appropriated budget, the remaining 10% or approximately $3 million is the operating budget comprised of maintenance, travel, and capital outlay. The proposal is an effort to balance reductions strategically across all ARES budget categories to assure adequate funding for Research and Extension Center operations, infrastructure maintenance, and equipment replacement in future years. Closure, consolidation, and restructuring of the center is based on the capability to relocate or otherwise restructure using a different model to achieve, if possible, needed expertise and programs in a region but at significant reduced costs to meet the ARES base budget.

In particular, the eastern area of the Treasure Valley has experienced marked residential and industrial encroachment, while the western area is still primarily agriculture production. However, this area will also experience increased urbanization during the coming decades. Due to its close proximity to Caldwell, the closure and consolidation of the Parma Research and Extension Center with the Caldwell Complex offers the best opportunity for developing a new model for the Treasure Valley region at a considerable savings in ARES costs. The

recommendation is that the Parma Research and Extension Center including crop land operations and facilities be closed, but the orchard and vineyard, located on BLM land, should be kept operational with greater industry support.

Fiscal Impact

Estimated Fiscal Impact	FY 2010	FY	FY	Total
A. Expenditures	**ARES Base Reduction**			
1. Personnel	$395,247			
2. Operating	$138,705			
3. Capital Outlay				
4. Facilities				
TOTAL:	$533,952			
B. Source of Funds				
1. Appropriated-reallocation	$533,952			
2. Appropriated – New				
3. Federal				
4. Other:				
TOTAL:	$533,952			
B. Nature of Funds				
1. Recurring *	$533,952			
2. Non-recurring **				
TOTAL:	$533,952			

IMPACT

If Board approved, the institution will implement the consolidation/restructure.

ATTACHMENTS

Attachment 1 – Parma R&E Center Notice of Intent Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Board staff has been in discussion with the administration of the University of Idaho regarding this Notice of Intent to restructure its Parma Research and Extension Center in response to the base budget reduction. IRSA, CAAP, and Board staff concurs with the University of Idaho proposal to close/restructure the Parma Research and Extension Center and relocate faculty expertise to another appropriate location as requested.

BOARD ACTION

A motion to approve the University of Idaho's request to consolidate the Parma Research and Extension Center with the Caldwell Complex.

Moved by_____ Seconded by_____ Carried Yes____ No _____

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Institution Tracking 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: University of Idaho

Name of College, School, or Division: College of Agricultural and Life Sciences

Name of Department(s) or Area(s): Agricultural Research and Extension Service

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:

Parma Research & Extension Center
(Degree or Certificate)

Proposed Starting Date: January 1, 2010

For New Programs:

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

For Other Activity:

- [ ] Program Component (major/minor/option/emphasis)
- [ ] Off-Campus Activity/Resident Center
- [ ] Instructional/Research Unit
- [ ] Addition/Expansion
- [X] Discontinuance/consolidation
- [ ] Contract Program
- [ ] Other

John Hammel 11/3/09
College Dean (Institution) Date

VP Research & Graduate Studies Date

11/03/09
Chief Fiscal Officer (Institution) Date

State Administrator, SDPTE Date

3 Nov 09
Chief Academic Officer (Institution) Date

Chief Academic Officer, OSBE Date

M. Duane Nellis
President Date

SBOE/OSBE Approval Date

Revised 8/9/06

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).

The base budget of the FY09 Agricultural Research and Extension Service (ARES) appropriation prior to the FY09 rescission was $28,249,200. An 11.5% reduction in the FY10 base budget of the ARES appropriation was imposed, which is a permanent funding reduction of $3.26 million. This reduction includes:

- a mandated 5% reduction or $1,162,900 in personnel costs (4.5% reduction in overall appropriation) which can be met in various ways, e.g. eliminating vacant positions, holding vacant positions open, or through voluntary reduction in hours worked by employees, and,
- The remaining 7%, or $2,096,400, must be met through a combination of other sources (personnel, operating expense, maintenance, travel, capital outlay) with decisions made strategically to position the ARES to adequately support infrastructure and programmatic needs in the future.
- Personnel costs comprise about 90% of the ARES appropriated budget. The ARES operational allocation to support research and extension programs, infrastructure maintenance, travel, and capital outlay is only 10% or ~$3 million. Currently, the ARES has insufficient funds annually to meet all deferred maintenance needs for infrastructure, R&E Center operational budget requirements, and to adequately support or enhance programming. Thus, a reduction of expenditures must be balanced strategically across all ARES budget categories to assure adequate funding for R&E Center operations, infrastructure maintenance, and equipment replacement in future years. Therefore, **approximately $1 million of the total reduction in base budget ($3.26 million) must be attained through reductions in operational expenses and elimination of staff positions through consolidation and restructuring of the Research and Extension Centers.** Closure, consolidation, and restructuring of a particular center(s) is based on the capability to relocate or otherwise restructure using a different model to achieve, if possible, needed expertise and programs in a region but at significant reduced costs to meet the reduction in the ARES base budget.

In March 2009, a broad constituency task force comprised of federal and state agency representatives, Idaho legislators, agribusiness leaders, U of I alumni, and representatives from the Idaho agricultural industry was established; all individuals selected were involved in agriculture and had an understanding of Idaho agriculture statewide, and the purpose and importance of the U of I CALS. The R&E Center Review Task Force recommended the Parma R&E Center for closure, consolidation and restructuring, based on the criteria that the programming needs for the Treasure Valley region could be achieved using an alternative model with a realized significant savings, i.e. transfer faculty to Caldwell R&E with closure of the Parma R&E Center site.

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 eastern area of the Treasure Valley has experienced marked residential and industrial encroachment. The western area of the Treasure Valley is still primarily agriculture production. This region is important agriculturally to Idaho, primarily for the seed crop industry (e.g. alfalfa and vegetable seed), the wine industry, and the growing table grape industry. It is also the important onion production area in Idaho. However, this region will also experience increased urbanization during the next several decades. Due to the close proximity to Caldwell (20 miles), the closure and consolidation of the Parma R&E Center with the Caldwell Complex provides the best opportunity for developing a new model for the Treasure Valley region at a considerable savings in ARES costs. It is recommended that the Parma R&E Center, i.e., crop land operations and facilities, be closed, but the orchard and vineyard, located on BLM land, should be kept operational with greater industry support.

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

N/A

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.

None

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						
CWI						
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			
CWI			
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 University of Idaho is the primary land-grant and research university in the State of Idaho. As the land-grant institution, the University of Idaho has the *sole responsibility for statewide agricultural education, research and extension/outreach programming*. The Research & Extension Center system is central to this mission and funded through the ARES appropriation which supports the Idaho Agricultural Experiment Station.

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.

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

Estimated Fiscal Impact	FY 2010	FY _____	FY _____	Total
A. Expenditures	**ARES Base Reduction**			
1. Personnel	$395,247			
2. Operating	$138,705			
3. Capital Outlay				
4. Facilities				
TOTAL:	$533,952			
B. Source of Funds				
1. Appropriated-reallocation	$533,952			
2. Appropriated – New				
3. Federal				
4. Other:				
TOTAL:	$533,952			
B. Nature of Funds				
1. Recurring *	$533,952			
2. Non-recurring **				
TOTAL:	$533,952			

*** 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.**

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SUBJECT

Restructuring of the Sandpoint Research and Extension Center and relocation of faculty expertise to the Bonner County Extension Office or another appropriate location in Sandpoint

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G. 4, Program Approval and Discontinuance
Sections 33-107 (7), 33-2811, Idaho Code.

BACKGROUND

In accordance with Board Policy III.G.4.b.(1), Board approval is required prior to implementation of any changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases, or instructional units with financial impact of $250,000 or more per year.

DISCUSSION

The University of Idaho proposes the closure/restructuring of the Sandpoint Research and Extension Center and relocation of faculty expertise to another appropriate location in Sandpoint in concert with the Parma Research and Extension Center and its consolidation with the Caldwell Complex and the closure, consolidation and restructuring of the Tetonia Research and Extension Center. These moves are a result of the recommendations of the Research and Extension Center Review Task Force and are motivated by the need to meet the 11.5% reduction of the Agricultural Research and Extension Service (ARES) appropriation in the FY10 base budget, which is a permanent reduction of $3.26 million.

The mandate includes a 5% reduction in personnel costs, which can be met in a number of ways including eliminating vacant positions, holding vacant positions open, or voluntary reduction in hours worked. The remaining 7% reduction must be met through a combination of other sources. Since personnel costs make up approximately 90% of the ARES appropriated budget, the remaining 10% or approximately $3 million is the operating budget comprised of maintenance, travel, and capital outlay. The proposal is an effort to balance reductions strategically across all ARES budget categories to assure adequate funding for Research and Extension Center operations, infrastructure maintenance, and equipment replacement in future years. Closure, consolidation, and restructuring of the center is based on the capability to relocate or otherwise restructure using a different model to achieve, if possible, needed expertise and programs in a region but at significant reduced costs to meet the ARES base budget.

The nursery/horticultural industry is growing and is currently ranked as the 7th largest commodity (all combined) in Idaho. The organic component of the industry is becoming increasingly important in the region. The research to support the industry could be done on either private or commercial nursery

facilities eliminating the costs associated with current center facilities and personnel. Based on these factors, it is recommended that the present Center be closed and the faculty expertise be relocated to either the Bonner County Extension Office or another appropriate location in Sandpoint.

Fiscal Impact

Estimated Fiscal Impact	FY 2010	FY	FY	Total
A. Expenditures	**ARES Base Reduction**			
1. Personnel	$104,557			
2. Operating	$ 27,796			
3. Capital Outlay				
4. Facilities				
TOTAL:	$132,353			
B. Source of Funds				
1. Appropriated-reallocation	$132,353			
2. Appropriated – New				
3. Federal				
4. Other:				
Total:	$132,353			
B. Nature of Funds				
1. Recurring *	$132,353			
2. Non-recurring **				
Total:	$132,353			

IMPACT

If Board approved, the institution will implement the restructure.

ATTACHMENTS

Attachment 1 – Sandpoint R&E Center Notice of Intent Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Board staff has been in discussion with the administration of the University of Idaho regarding this Notice of Intent to restructure its Sandpoint Research and Extension Center in response to the base budget reduction. IRSA, CAAP, and Board staff concurs with the University of Idaho proposal to close/restructure the Sandpoint Research and Extension Center and relocate faculty expertise to another appropriate location as requested.

BOARD ACTION

A motion to approve the University of Idaho's request to restructure the Sandpoint Research and Extension Center and relocate faculty expertise to Bonner County Extension Office or another appropriate location in Sandpoint.

Moved by_____ Seconded by_____ Carried Yes____ No _____

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Institution Tracking 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: University of Idaho

Name of College, School, or Division: College of Agricultural and Life Sciences

Name of Department(s) or Area(s): Agricultural Research and Extension Service

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:

Sandpoint Research & Extension Center

(Degree or Certificate)

Proposed Starting Date: January 1, 2010

For New Programs:

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

For Other Activity:

- [ ] Program Component (major/minor/option/emphasis)
- [ ] Off-Campus Activity/Resident Center
- [ ] Instructional/Research Unit
- [ ] Addition/Expansion
- [X] Discontinuance/consolidation
- [ ] Contract Program
- [ ] Other

John Hammel 11/3/09
College Dean (Institution) Date

3 Nov 09
Chief Fiscal Officer (Institution) Date

Nov 3/09
Chief Academic Officer (Institution) Date

M. Duane Nellis
President Date

VP Research & Graduate Studies Date

State Administrator, SDPTE Date

Chief Academic Officer, OSBE Date

SBOE/OSBE Approval Date

Revised 8/9/06

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).

The base budget of the FY09 Agricultural Research and Extension Service (ARES) appropriation prior to the FY09 rescission was $28,249,200. An 11.5% reduction in the FY10 base budget of the ARES appropriation was imposed, which is a permanent funding reduction of $3.26 million. This reduction includes:

- a mandated 5% reduction or $1,162,900 in personnel costs (4.5% reduction in overall appropriation) which can be met in various ways, e.g. eliminating vacant positions, holding vacant positions open, or through voluntary reduction in hours worked by employees, and,
- The remaining 7%, or $2,096,400, must be met through a combination of other sources (personnel, operating expense, maintenance, travel, capital outlay) with decisions made strategically to position the ARES to adequately support infrastructure and programmatic needs in the future.
- Personnel costs comprise about 90% of the ARES appropriated budget. The ARES operational allocation to support research and extension programs, infrastructure maintenance, travel, and capital outlay is only 10% or ~$3 million. Currently, the ARES has insufficient funds annually to meet all deferred maintenance needs for infrastructure, R&E Center operational budget requirements, and to adequately support or enhance programming. Thus, a reduction of expenditures must be balanced strategically across all ARES budget categories to assure adequate funding for R&E Center operations, infrastructure maintenance, and equipment replacement in future years. Therefore, **approximately $1 million of the total reduction in base budget ($3.26 million) must be attained through reductions in operational expenses and elimination of staff positions through consolidation and restructuring of the Research and Extension Centers.** Closure, consolidation, and restructuring of a particular center(s) is based on the capability to relocate or otherwise restructure using a different model to achieve, if possible, needed expertise and programs in a region but at significant reduced costs to meet the reduction in the ARES base budget.

In March 2009, a broad constituency task force comprised of federal and state agency representatives, Idaho legislators, agribusiness leaders, U of I alumni, and representatives from the Idaho agricultural industry was established; all individuals selected were involved in agriculture and had an understanding of Idaho agriculture statewide, and the purpose and importance of the U of I CALS. The R&E Center Review Task Force recommended the Sandpoint R&E Center for closure, consolidation and restructuring, based on the criteria that the programming needs for the north Idaho region could be achieved using an alternative model with a realized significant savings.

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 nursery/horticultural industry is growing and is currently ranked as the 7th largest commodity (all combined) in Idaho. The organic component of the industry is also becoming increasing important to the region. The research to support the industry could be accomplished on either private or commercial nursery facilities eliminating the costs associated with operation of the current center facilities and personnel. Therefore, the present Center should be closed and the faculty expertise relocated to either Bonner County Extension Office or another appropriate location in Sandpoint.

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

N/A

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.

None

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						
CWI						
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			
CWI			
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 University of Idaho is the primary land-grant and research university in the State of Idaho. As the land-grant institution, the University of Idaho has the *sole responsibility for statewide agricultural education, research and extension/outreach programming*. The Research & Extension Center system is central to this mission and funded through the ARES appropriation which supports the Idaho Agricultural Experiment Station.

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.

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

Estimated Fiscal Impact	FY 2010	FY	FY	Total
A. Expenditures	**ARES Base Reduction**			
1. Personnel	$104,557			
2. Operating	$27,796			
3. Capital Outlay				
4. Facilities				
TOTAL:	$132,353			
B. Source of Funds				
1. Appropriated-reallocation	$132,353			
2. Appropriated – New				
3. Federal				
4. Other:				
TOTAL:	$132,353			
B. Nature of Funds				
1. Recurring *	$132,353			
2. Non-recurring **				
TOTAL:	$132,353			

*** 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.**

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SUBJECT

Consolidation/restructure of the Tetonia Research and Extension Center with research and a variety of development functions being performed at Aberdeen or other locations, or contracted with grower/producers or seed companies

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G. 4, Program Approval and Discontinuance
Sections 33-107 (7), 33-2811, Idaho Code.

BACKGROUND

In accordance with Board Policy III.G.4.b.(1), Board approval is required prior to implementation of any changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases, or instructional units with financial impact of $250,000 or more per year.

DISCUSSION

The University of Idaho proposes the consolidation/restructuring of the Tetonia Research and Extension Center with relocation of research and a variety of development functions in concert with the Parma Research and Extension Center and its consolidation with the Caldwell Complex and the closure, consolidation and restructuring of the Sandpoint Research and Extension Center. These moves are a result of the recommendations of the Research and Extension Center Review Task Force and are motivated by the need to meet the 11.5% reduction of the Agricultural Research and Extension Service (ARES) appropriation in the FY10 base budget, which is a permanent reduction of $3.26 million.

The mandate includes a 5% reduction in personnel costs, which can be met in a number of ways including eliminating vacant positions, holding vacant positions open, or voluntary reduction in hours worked. The remaining 7% reduction must be met through a combination of other sources. Since personnel costs make up approximately 90% of the ARES appropriated budget, the remaining 10% or approximately $3 million is the operating budget comprised of maintenance, travel, and capital outlay. The proposal is an effort to balance reductions strategically across all ARES budget categories to assure adequate funding for Research and Extension Center operations, infrastructure maintenance, and equipment replacement in future years. Closure, consolidation, and restructuring of the center is based on the capability to relocate or otherwise restructure using a different model to achieve, if possible, needed expertise and programs in a region but at significant reduced costs to meet the ARES base budget.

The Tetonia Research and Extension Center is important to potato and cereal variety development and to the Foundation Seed program because it provides a high elevation location with low disease pressures. While the Center has historically been critical to the variety development programs and seed industry,

the industry is moving toward pre-nuclear and nuclear seed sources. Many of the research and variety development functions could be performed at other locations, such as Aberdeen or contracted with grower/producers or seed companies, at significant savings to the ARES/Idaho Agricultural Experiment Station.

Fiscal Impact

Estimated Fiscal Impact	FY 2010	FY	FY	Total
A. Expenditures	**ARES Base Reduction**			
1. Personnel	$233,519			
2. Operating	$ 53,974			
3. Capital Outlay				
4. Facilities				
TOTAL:	$277,493			
B. Source of Funds				
1. Appropriated-reallocation	$277,493			
2. Appropriated – New				
3. Federal				
4. Other:				
Total:	$277,493			
B. Nature of Funds				
1. Recurring *	$277,493			
2. Non-recurring **				
Total:	$277,493			

IMPACT

If Board approved, the institution will implement the consolidation/restructure.

ATTACHMENTS

Attachment 1 – Tetonia R&E Center Notice of Intent Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Board staff has been in discussion with the administration of the University of Idaho regarding this Notice of Intent to restructure its Tetonia Research and Extension Center in response to the base budget reduction. IRSA, CAAP, and Board staff concurs with the University of Idaho proposal to close/restructure the Tetonia Research and Extension Center and relocate faculty expertise to another appropriate location as requested.

BOARD ACTION

A motion to approve the University of Idaho's request to consolidate/restructure the Tetonia Research and Extension Center and move the research and variety development to other locations or contracts.

Moved by_____ Seconded by_____ Carried Yes____ No _____

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Institution Tracking 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: University of Idaho

Name of College, School, or Division: College of Agricultural and Life Sciences

Name of Department(s) or Area(s): Agricultural Research and Extension Service

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:

Tetonia Research & Extension Center
(Degree or Certificate)

Proposed Starting Date: January 1, 2010

For New Programs:

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

For Other Activity:

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

John Hammel 11/3/09
College Dean (Institution) Date

3 Nov 07
Chief Fiscal Officer (Institution) Date

Nov 3/09
Chief Academic Officer (Institution) Date

M. Duane Nellis
President Date

VP Research & Graduate Studies Date

State Administrator, SDPTE Date

Chief Academic Officer, OSBE Date

SBOE/OSBE Approval Date

Revised 8/9/06

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).

The base budget of the FY09 Agricultural Research and Extension Service (ARES) appropriation prior to the FY09 rescission was $28,249,200. An 11.5% reduction in the FY10 base budget of the ARES appropriation was imposed, which is a permanent funding reduction of $3.26 million. This reduction includes:

- a mandated 5% reduction or $1,162,900 in personnel costs (4.5% reduction in overall appropriation) which can be met in various ways, e.g. eliminating vacant positions, holding vacant positions open, or through voluntary reduction in hours worked by employees, and,
- The remaining 7%, or $2,096,400, must be met through a combination of other sources (personnel, operating expense, maintenance, travel, capital outlay) with decisions made strategically to position the ARES to adequately support infrastructure and programmatic needs in the future.
- Personnel costs comprise about 90% of the ARES appropriated budget. The ARES operational allocation to support research and extension programs, infrastructure maintenance, travel, and capital outlay is only 10% or ~$3 million. Currently, the ARES has insufficient funds annually to meet all deferred maintenance needs for infrastructure, R&E Center operational budget requirements, and to adequately support or enhance programming. Thus, a reduction of expenditures must be balanced strategically across all ARES budget categories to assure adequate funding for R&E Center operations, infrastructure maintenance, and equipment replacement in future years. Therefore, **approximately $1 million of the total reduction in base budget ($3.26 million) must be attained through reductions in operational expenses and elimination of staff positions through consolidation and restructuring of the Research and Extension Centers.** Closure, consolidation, and restructuring of a particular center(s) is based on the capability to relocate or otherwise restructure using a different model to achieve, if possible, needed expertise and programs in a region but at significant reduced costs to meet the reduction in the ARES base budget.

In March 2009, a broad constituency task force comprised of federal and state agency representatives, Idaho legislators, agribusiness leaders, U of I alumni, and representatives from the Idaho agricultural industry was established; all individuals selected were involved in agriculture and had an understanding of Idaho agriculture statewide, and the purpose and importance of the U of I CALS. The R&E Center Review Task Force recommended the Tetonia R&E Center for closure, consolidation and restructuring, based on the criteria that the programming needs for the north Idaho region could be achieved using an alternative model with a realized significant savings.

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 Tetonia R&E Center is important to potato and cereal variety development and to the Foundation Seed program because it provides a high elevation location with low disease pressures. While the Center has historically been critical to the variety development programs and seed industry, the industry is moving toward pre-nuclear and nuclear seed sources. Many of the research and variety development functions could be performed at other locations, e.g. Aberdeen, or contracted with grower/producers or seed companies, at a significant annual savings to the ARES/Idaho Agricultural Experiment Station.

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

N/A

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.

None

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						
CWI						
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			
CWI			
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 University of Idaho is the primary land-grant and research university in the State of Idaho. As the land-grant institution, the University of Idaho has the *sole responsibility for statewide agricultural education, research and extension/outreach programming.* The Research & Extension Center system is central to this mission and funded through the ARES appropriation which supports the Idaho Agricultural Experiment Station.

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.

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

Estimated Fiscal Impact	FY 2010	FY _____	FY _____	Total
A. Expenditures	ARES Base Reduction			
1. Personnel	$233,519			
2. Operating	$53,974			
3. Capital Outlay				
4. Facilities				
TOTAL:	$277,493			
B. Source of Funds				
1. Appropriated-reallocation	$277,493			
2. Appropriated – New				
3. Federal				
4. Other:				
TOTAL:	$277,493			
B. Nature of Funds				
1. Recurring *	$277,493			
2. Non-recurring **				
TOTAL:	$277,493			

*** 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.**

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SUBJECT

Second 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.
June 18, 2009	The Board approved the First Reading of Section III.Y. Advanced Opportunities, Idaho Standards

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.

There have been no changes between the first and second readings.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the proposed changes as presented.

BOARD ACTION

A motion to approve the second 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, Eastern Idaho Technical College, ~~are covered by these policies~~. North Idaho College, the College of Southern Idaho and the College of Western Idaho ~~Eastern Idaho Technical College~~ are ~~also~~ covered ~~since postsecondary programs intended for transfer come under the purview of the Board~~ by this policy.

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

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

Faculty

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

Students

Students 1 (S1)	High school students enrolled in courses administered through a dual credit are officially registered or admitted as degree-seeking, non-degree or non-matriculated students of the sponsoring post-secondary institution.
Students 2 (S2)	High school students are provided with a student guide that outlines their responsibilities as well as guidelines for the transfer of credit.

Students 3 (S3)	Students and their parents receive information about dual credit programs. Information is posted on the high school's website regarding enrollment, costs, contact information at the high school and the postsecondary institution, grading, expectations of student conduct, and other pertinent information to help the parents and students understand the nature of a dual credit course.
Students 4 (S4)	Admission requirements have been established for dual credit courses and criteria have been established to define "student ability to benefit" from a dual credit program such as having junior standing or other criteria that are established by the school district, the institution, and State Board Policy.
Students 5 (S5)	Prior to enrolling in a dual credit course, provisions are set up for awarding high school credit, college credit or dual credit. During enrollment, the student declares what type of credit they are seeking (high school only, college only or both high school and college credit). Students are awarded academic credit if they successfully complete all of the course requirements.

Assessment

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

Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	The dual credit program practices are assessed and evaluated based on criteria established by the school, institution and State Board to include at least the following: course evaluations by dual credit students, follow-up of the dual credit graduates who are college or university freshmen, and a review of instructional practices at the high school to ensure program quality.
Admin & Evaluation 2 (AE2)	Every course offered through a dual credit program is annually reviewed by faculty from that discipline and dual credit staff to assure that grading standards meet those in postsecondary sections.
Admin & Evaluation 3 (AE3)	Dual credit students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.
Admin & Evaluation 4 (AE4)	A data collection system has been established based on criteria established by the high school, institution and State Board to track dual credit students to provide data regarding the impact of dual credit programs in relation to college entrance, retention, matriculation from high school and college, impact on college entrance tests, etc. A study is conducted every 5 years on dual credit graduates who are freshmen and sophomores in a college or university.
Admin & Evaluation 5 (AE 5)	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.
Admin & Evaluation 6 (AE 6)	Agreements have been established between the high school and the postsecondary institution to ensure instructional quality. Teacher qualifications are reviewed, professional development is provided as needed, course content and assessment expectations are reviewed, faculty assessment is discussed, student's costs are established, compensation for the teacher is identified, etc.
Admin &	Postsecondary institutions have carefully evaluated how to provide services to all

Evaluation 7 (AE 7)	students regardless of where a student is located.

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

A.	The student is admitted by the postsecondary institution as a non-matriculating student.
B.	The student is charged the part-time credit hour fee or tuition and additional fees as established by the institution.
C.	Instructional costs are borne by the postsecondary institution.
D.	Four (4) semester college credits are typically equivalent to at least one (1) full year of high school credit in that subject.
E.	In compliance with Idaho Code 33-5104, prior to enrolling, the student and the student's parent/guardian must sign and submit a counseling form, provided by the school district, that outlines the provisions of the section of this Code. The counseling form includes written permission from the student's parent/guardian, and principal or counselor.
F.	Any high school student may make application to one of the public postsecondary institutions provided all of the following requirements are met: 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. 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 If required by institutional policy, a student must obtain approval of the college or university instructor to enroll in a course. 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.
G.	Students seeking admission who do not meet the above requirements may petition the institution's admission committee for consideration. Students enrolled in a public school may seek admission to enroll by submitting a petition to the high school principal's office and to the admission's office of the postsecondary institution.

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.

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.

Curriculum 2 (C2)	The curriculum must identify student competencies in math, science, and communication including applied academics and work-site learning experiences in a coherent sequence of courses.
Curriculum 3 (C3)	Secondary and postsecondary educators must agree on the common core of required proficiency and agree to meet that proficiency in the program.
Curriculum 4 (C4)	Tech Prep program proposals must provide equal access to members of special populations.

Faculty

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

Students/Parents

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

Assessment

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

Program Administration and Evaluation

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

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SUBJECT

Establish an Assessment Oversight Committee of the Board

BACKGROUND/DISCUSSION

The Board is responsible for establishing statewide policy on all assessment and accountability issues. The Board provides overall guidance on all areas connected with these issues through the issuance of policy and rules. This governance is essential for ensuring proper checks and balances between those administering the tests and others overseeing this essential work.

This subcommittee will report directly to the Board. The committee will provide oversight of the statewide assessment system, to include recommendations to the Board on the effectiveness of the statewide system and recommend improvement or changes needed.

The committee will consist of:

- the Superintendent of Public Instruction
- two Board members
- four members appointed by the Governor, one of which will chair the committee

IMPACT

The oversight committee will function as an ad hoc committee to the Board of Education staffed by the Board's Accountability Program Manager.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends the approval of an assessment oversight committee.

BOARD ACTION

A motion to approve establishing a committee to provide oversight of the statewide assessment system consisting of:

the Superintendent of Public Instruction, two Board members appointed by the Board chair and _____, _____, _____, _____, of whom _____ will serve as chair.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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